

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

City Clerk File No. Res. 12-794
 Agenda No. 10.A
 Approved: NOV 28 2012
 TITLE:



RESOLUTION AUTHORIZING CY 2012 APPROPRIATION TRANSFERS

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

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2012 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

	From	To
26-290 DPW-DIRECTOR'S OFFICE O/E	65,000	
26-113 DPW-ENGINEERING O/E	150,000	
27-330 HHS-DIRECTOR'S OFFICE S/W	45,500	
20-100 ADMINISTRATORS OFFICE O/E	10,000	
20-101 MANAGEMENT & BUDGET O/E	30,000	
20-135 ANNUAL AUDIT O/E	10,000	
20-155 LAW O/E	100,000	
25-265 FIRE S/W	750,000	
25-265 FIRE O/E	100,000	
31-430 ELECTRICITY	60,000	
31-431 STREET LIGHTING	110,000	
20-101 UTILITY MANAGEMENT S/W	25,000	
25-240 POLICE O/E	50,000	
20-150 TAX ASSESSOR O/E	40,000	
20-145 COLLECTIONS O/E	20,000	
27-332 CULTURAL AFFAIRS O/E	40,000	
28-375 DPW-PARKS MAINTENANCE O/E		65,000
26-291 BUILDING & STREET MAINT. O/E		85,000
27-331 HHS- HEALTH DIVISION O/E		45,500
26-315 DPW- AUTOMOTIVE O/E		130,000
28-370 RECREATION S/W		280,000
23-210 INSURANCE-ALL DEPARTMENTS		1,000,000
TOTAL	1,605,500	1,605,500

APPROVED:
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-795

Agenda No. 10.B

Approved: _____

TITLE:

WITHDRAWN



RESOLUTION PROVIDING FOR THE FINANCING OF A SPECIAL EMERGENCY APPROPRIATION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY BY THE ISSUANCE OF SPECIAL EMERGENCY NOTES OF THE CITY

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore finally adopted, on November 28, 2012, an ordinance entitled: "AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION OF \$9,500,000 FOR THE PAYMENT OF CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES RESULTING FROM THE LAYOFF OR RETIREMENT OF CITY EMPLOYEES" (the "Ordinance"), for the purpose of appropriating the sum of \$9,500,000 as a special emergency appropriation pursuant to N.J.S.A. 40A:4-53(h).

SECTION 2. The City hereby determines to finance the special emergency appropriation referred to in Section 1 herein by the issuance of Special Emergency Notes of the City, which may be renewed from time to time, as provided by law. Special Emergency Notes of the City are hereby authorized to be issued in the principal amount of \$9,500,000 pursuant to the Local Budget Law. At least 1/5 of all such Special Emergency Notes, and the renewals thereof, shall mature and be paid in each year, so that all such Special Emergency Notes shall have matured and have been paid not later than the last day of the fifth year following the date of adoption of this resolution.

SECTION 3. All Special Emergency Notes issued hereunder shall mature at such times as may be determined by the chief financial officer, subject to the limitations set forth in Section 2 hereof. The chief financial officer shall determine all matters in connection with Special Emergency Notes issued pursuant to this resolution, and the chief financial officer's signature upon the Special Emergency Notes shall be conclusive evidence as to all such determinations. All Special Emergency Notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:4-55(b). The chief financial officer is hereby authorized to sell part or all of the Special Emergency Notes from time to time, at no less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the Special Emergency Notes pursuant to this resolution is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Special Emergency Notes sold, the price obtained and the name of the purchaser, and such report shall be entered in full on the minutes of such meeting.

SECTION 4. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the Special Emergency Notes authorized by the Ordinance and hereunder. The Special Emergency Notes shall be direct, unlimited obligations of the City. The powers and obligations of the City to pay any Special Emergency Note issued pursuant to this resolution and the Local Budget Law shall be unlimited and the City shall have the power and be obligated to levy ad valorem taxes upon all taxable property within the City for the payment of such Special Emergency Notes and interest thereon, without limitation of rate or amount.

TITLE:

WITHDRAWN

SECTION 5. All Special Emergency Notes issued pursuant to this resolution shall be executed by the Chief Financial Officer and the Mayor of the City, and shall be under the seal of the City and attested by the City Clerk. Such officers are hereby authorized to execute and deliver all documents necessary or convenient in connection with the issuance, sale and delivery of the Special Emergency Notes.

SECTION 6. The City reasonably expects to commence the purpose described in the ordinance referred to in Section 1 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of Special Emergency Notes hereunder. To the extent such costs are advanced, the City further reasonably expects to reimburse such expenditures from the proceeds of the Special Emergency Notes authorized in Section 2 hereof.

SECTION 7. A copy of this resolution as adopted shall be filed with the Director of Local Government Services in the Department of Community Affairs, State of New Jersey.

SECTION 8. This resolution shall take effect immediately.

APPROVED: Donna Mauer CFO APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required
Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												11.28.12	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
SOTTOLANO				GAUGHAN				LAVARRO					
DONNELLY				FULOP				RICHARDSON					
LOPEZ				COLEMAN				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.

WITHDRAWN

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-796

Agenda No. 10.C

Approved: NOV 28 2012

TITLE: _____



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

Council resolution: _____ Offered and moved adoption of the following resolution:

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

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

	FROM	TO
Edward Byrne (JAG)	\$138,000	\$213,440
Women, Infants & Children	\$138,000	\$1,770,000
Porsche	\$195,000	\$292,500
STD Clinic	\$75,183	\$150,366
NJTPA	\$71,976	\$143,952
HCOS Caven Point	0	\$400,000

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2012 Municipal Budget:

	FROM	TO
Edward Byrne (JAG)	\$138,000	\$213,440
Women, Infants & Children	\$138,000	\$1,770,000
Porsche	\$195,000	\$292,500
STD Clinic	\$75,183	\$150,366
NJTPA	\$57,581	\$115,162
HCOS Caven Point	0	\$400,000

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

APPROVED: *Donna Marie, CFO*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-797
 Agenda No. 10.D
 Approved: NOV 28 2012



TITLE:

RESOLUTION APPROVING THE WAIVER OF UNIFORM CONSTRUCTION CODE FEES FOR THE REPAIR OF UNINSURED, OWNER-OCCUPIED 1 - 4 FAMILY RESIDENTIAL BUILDINGS DAMAGED BY HURRICANE SANDY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, by a Notice dated November 2, 2012, the State of New Jersey has authorized municipalities to waive Uniform Construction Code fees for any work necessary to repair damages caused by Hurricane Sandy; and

WHEREAS, commensurate with the municipal waiver, pursuant to N.J.A.C. 5:23-4.19(b)(5), the State surcharge fees are also waived; and

WHEREAS, the City of Jersey City desires to waive the Uniform Construction Code fees set forth in Section 160-M, Chapter 131, for the repair of certain residential buildings damaged by Hurricane Sandy; and

WHEREAS, the waiver shall apply only to residential buildings that were owner-occupied and uninsured, with no more than four (4) residential units; and

WHEREAS, the waiver shall be retroactive to October 29, 2012 and expire on April 30, 2013; and

WHEREAS, since this waiver arises from a State declared emergency and is of limited duration, the State will accept a resolution, rather than ordinance, to effectuate the waiver.

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

1. The City of Jersey City hereby waives the Uniform Construction Code fees set forth in Section 160-M, Chapter 131, of the Jersey City Municipal Code, for work to repair damages to certain residential buildings, provided:
 - a) the building is owner-occupied; and contains no more than four (4) residential units; and
 - b) the owner certifies that the damage was caused by Hurricane Sandy and the building is uninsured for the damages.
2. This waiver shall be retroactive to October 29, 2012 and expire on April 30, 2013.
3. In order to qualify for a waiver (including reimbursement for fees previously paid), the Construction Code official will confirm the damages were caused by Hurricane Sandy, and that the terms of the within resolution were satisfied.
2. The City Clerk shall forward a certified copy of the within resolution to the Division of Codes and Standards in the New Jersey Department of Community Affairs as soon as practicable.

JM/he
11/15/12

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

0 2 0 1 2 1 6 0

Certification Required
 Not Required

APPROVED 9-0
11.28.12

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Peter M. Brennan, President of Council

 Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-798
Agenda No. 10.E
Approved: NOV 28 2012



TITLE:

RESOLUTION ESTABLISHING THE ELECTION OF MEMBERS OF THE JERSEY CITY BOARD OF EDUCATION AS THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, P.L. 2011, c. 202, authorizes changing the election date of school board members from the third Tuesday in April to the first Tuesday after the first Monday in November (the General Election); and

WHEREAS, such action requires the adoption of a resolution by a school district or the municipality or municipalities constituting such district, as set forth in P.L. 2011, c. 202; and

WHEREAS, P.L. 2011, c. 202, requires that the change to a November election remain in effect for four years; and

WHEREAS, P.L. 2011, c. 202, eliminates the annual voter referendum on the proposed general fund tax levy (i.e., the base budget which is at or below the statutory tax levy cap) in school districts where board of education members are elected at the General Election; and

WHEREAS, P.L. 2011, c. 202 requires that an additional general fund tax levy proposal (i.e., for an expenditure in excess of the tax levy cap) be presented to voters as a separate question at the General Election; and

WHEREAS, the City Council of the City of Jersey City believes that more citizens will participate in the selection of school board members at the General Election than on the third Tuesday in April and that the higher level of participation will foster positive interest in our public schools; and

WHEREAS, the Municipal Council of Jersey City submitted a non-binding referendum question at the November 6, 2012 general election for the purpose of assessing voter preference with regard to the question to change the school board election date to the November general election date and the voters overwhelmingly expressed their sentiments in favor of changing the Board of Education election date.

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

1. Pursuant to P.L. 2011, c. 202, the governing body of the City of Jersey City hereby changes the annual election date for school board members from the third Tuesday in April to the November General Election, beginning in 2013; and
2. Pursuant to P.L. 2011, c. 202, the annual organization meeting of the Jersey City Board of Education will take place in the first week of January following the November General Election and that the board of education's next organization meeting will take place in the first week of January 2014; and
3. Pursuant to P.L. 2011, c. 202, members of the Jersey City Board of Education whose terms would have expired by May 2013 will continue to serve in office until January 2014 organization meeting; and

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TITLE:

RESOLUTION ESTABLISHING THE ELECTION OF MEMBERS OF THE JERSEY CITY BOARD OF EDUCATION AS THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER

- 4. That this resolution be transmitted to the Hudson County Clerk; the Hudson County Board of Elections and/or Superintendent of Elections; the Jersey City municipal clerk and school board secretary; the Department of State, Division of Elections; the Department of Education's Executive County Superintendent; and the Department of Community Affairs, Division of Local Government Services; and
- 5. That a copy of this resolution also be provided to the New Jersey School Boards Association and New Jersey State League of Municipalities.

VS/dc
11/15/12

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.28.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON		✓	
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-799

Agenda No. 10.F

Approved: NOV 28 2012

TITLE:



RESOLUTION APPROVING THE ASSIGNMENT OF A PREPAYMENT TO BR CRITERION URBAN RENEWAL COMPANY, LLC, AND AUTHORIZING THE EXECUTION OF A PREPAYMENT AGREEMENT

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, The Criterion Urban Renewal Company, LLC, [Developer] made a prepayment of its Annual Service Charge in the sum of \$405,738.50 on or about January 3, 2007 [Prepayment]; and

WHEREAS, the Developer sold the condominium project and assigned its interest in the Prepayment to BR Criterion Urban Renewal Company, LLC [Entity]; and

WHEREAS, the parties need to execute a Prepayment Agreement to insure that the Entity will recoup the amount of the Prepayment but only as the project generates an annual service charge;

WHEREAS, it is in the best interests of the City of Jersey City to approve the assignment of the Prepayment to the Entity and authorize the execution of a Prepayment Agreement with the Entity.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is hereby authorized to execute a Prepayment Agreement with The BR Criterion Urban Renewal Company, LLC, to enable BR Criterion to be reimbursed for the Prepayment in the amount of \$405,738.50, as the condominium project generates an annual service charge. The Agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.

JM/he
10/17/12

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

0 2 0 1 2 1 5 9

Certification Required

Not Required

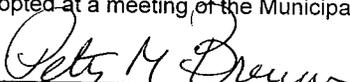
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

PREPAYMENT AGREEMENT
(CONDO-CREDIT)

THIS AGREEMENT made this day of November, 2012, and entered into between **BR CRITERION URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company formed under the provisions of the Long Term Tax Exemption Law of [the Law] having an office at c/o Beacon Redevelopment, LLC, 4 Beacon Way, #16, Jersey City, NJ 07304, hereinafter referred to as [Entity] and the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the [City].

WITNESSETH:

WHEREAS, the assignor of the Entity [Criterion Urban Renewal Company, LLC] received approval of a long term tax exemption from the City for a condominium project; and

WHEREAS, the assignor Entity was willing to prepay its Annual Service Charge in the amount of \$405,738.50 in exchange for the City's agreement to reimbursement it upon the payment of future Annual Service Charges as they become due; and

WHEREAS, the Entity acknowledges the terms and conditions of the Prepayment and agrees that as a condition of receiving the City's approval of the assignment of the Prepayment to the Entity, it will abide by the following terms and conditions.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, Entity and City hereby agree as follows:

Section 1. Reliance/Interest

A. **Reliance.** The Entity acknowledges that the City relied on the prepayment and entered into agreements in reliance on receiving such funds.

B. **Interest.** No interest shall accrue on the Prepayment.

Section 2. Prepayment/Reimbursement/Credit

A. **Prepayment.** The City acknowledges that the Entity made a payment in the amount of \$405,738.50, representing the payment of one full year's estimated Annual Service Charge [Prepayment]. The Prepayment shall be reimbursed as future Annual Service Charges are paid in the manner described below.

B. **Reimbursement.** City agrees to reimburse the Entity, without interest, against the Net Annual Service Charges (Annual Service Charge minus land tax credit) otherwise due under the Financial Agreement in the following manner:

(i) For each year that the Entity pays the Annual Service Charge due under the Financial

Agreement, the Entity shall be entitled to reimbursement from the City in an amount not to exceed the Net Annual Service Charge paid in that year. If the amount of the first year's Net Service Charge is less than the full amount of the Prepayment, then the Entity shall be entitled to carry the balance over to the following year(s) until the amount of the Prepayment is fully recouped.

(ii) The aggregate amount of the reimbursement hereunder shall be \$405,738.50;

(iii) Notwithstanding, under no circumstances shall the Entity be entitled to a reimbursement in any year that exceeds the amount of the actual net annual service charges (that is, excluding any credit for land taxes) actually paid by the Project in that year.

C. **Additional Reimbursement.** In the event the Entity is unable to fully recover its Prepayment against the Annual Service Charge for any reason (such as a voluntary termination of the financial agreement), then the Entity shall be entitled to a credit against the municipal portion of conventional taxes assessed on the Improvements until the Prepayment is recouped in full. At no time shall any interest accrue on the reimbursement.

Section 3. Payments

All payments due hereunder shall be sent to the Director of the Office of Tax Abatement, with a copy to the Business Administrator.

Section 4. Prior Agreement

The Prepayment dated January 3, 2007 between the City and Criterion Urban Renewal Company, LLC is hereby terminated and of no force or effect.

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

WITNESS:

**BR CRITERION URBAN
RENEWAL COMPANY, LLC**

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**JOHN KELLY
BUSINESS ADMINISTRATOR**

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

City Clerk File No. Res. 12-800

Agenda No. 10.6

Approved: NOV 28 2012

TITLE:



RESOLUTION APPROVING THE ASSIGNMENT OF A PREPAYMENT TO BR HAGUE URBAN RENEWAL COMPANY, LLC, AND AUTHORIZING THE EXECUTION OF A PREPAYMENT AGREEMENT

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, The Hague Urban Renewal Company, LLC, [Developer] made a prepayment of its Annual Service Charge in the sum of \$344,911 on or about January 3, 2007 [Prepayment]; and

WHEREAS, the Developer sold the condominium project and assigned its interest in the Prepayment to BR Hague Urban Renewal Company, LLC [Entity]; and

WHEREAS, the parties need to execute a Prepayment Agreement to insure that the Entity will recoup the amount of the Prepayment but only as the project generates an annual service charge;

WHEREAS, it is in the best interests of the City of Jersey City to approve the assignment of the Prepayment to the Entity and authorize the execution of a Prepayment Agreement with the Entity.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is hereby authorized to execute a Prepayment Agreement with The BR Hague Urban Renewal Company, LLC, to enable BR Hague to be reimbursed for the Prepayment in the amount of \$344,911, as the condominium project generates an annual service charge. The Agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.

JM/he
10/17/12

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

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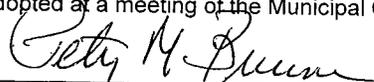
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

PREPAYMENT AGREEMENT
(CONDO-CREDIT)

THIS AGREEMENT made this day of November, 2012, and entered into between **BR HAGUE URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company formed under the provisions of the Long Term Tax Exemption Law of [the Law] having an office at c/o Beacon Redevelopment, LLC, 4 Beacon Way, #16, Jersey City, NJ 07304, hereinafter referred to as [Entity] and the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the [City].

W I T N E S S E T H:

WHEREAS, the assignor of the Entity [Hague Urban Renewal Company, LLC] received approval of a long term tax exemption from the City for a condominium project; and

WHEREAS, the assignor Entity was willing to prepay its Annual Service Charge in the amount of \$344,911 in exchange for the City's agreement to reimbursement it upon the payment of future Annual Service Charges as they become due; and

WHEREAS, the Entity acknowledges the terms and conditions of the Prepayment and agrees that as a condition of receiving the City's approval of the assignment of the Prepayment to the Entity, it will abide by the following terms and conditions.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, Entity and City hereby agree as follows:

Section 1. Reliance/Interest

A. **Reliance.** The Entity acknowledges that the City relied on the prepayment and entered into agreements in reliance on receiving such funds.

B. **Interest.** No interest shall accrue on the Prepayment.

Section 2. Prepayment/Reimbursement/Credit

A. **Prepayment.** The City acknowledges that the Entity made a payment in the amount of \$344,911, representing the payment of one full year's estimated Annual Service Charge [Prepayment]. The Prepayment shall be reimbursed as future Annual Service Charges are paid in the manner described below.

B. **Reimbursement.** City agrees to reimburse the Entity, without interest, against the Net Annual Service Charges (Annual Service Charge minus land tax credit) otherwise due under the Financial Agreement in the following manner:

(i) For each year that the Entity pays the Annual Service Charge due under the Financial Agreement, the Entity shall be entitled to reimbursement from the City in an amount not to exceed the Net

Annual Service Charge paid in that year. If the amount of the first year's Net Service Charge is less than the full amount of the Prepayment, then the Entity shall be entitled to carry the balance over to the following year(s) until the amount of the Prepayment is fully recouped.

(ii) The aggregate amount of the reimbursement hereunder shall be \$344,911;

(iii) Notwithstanding, under no circumstances shall the Entity be entitled to a reimbursement in any year that exceeds the amount of the actual net annual service charges (that is, excluding any credit for land taxes) actually paid by the Project in that year.

C. **Additional Reimbursement.** In the event the Entity is unable to fully recover its Prepayment against the Annual Service Charge for any reason (such as a voluntary termination of the financial agreement), then the Entity shall be entitled to a credit against the municipal portion of conventional taxes assessed on the Improvements until the Prepayment is recouped in full. At no time shall any interest accrue on the reimbursement.

Section 3. Payments

All payments due hereunder shall be sent to the Director of the Office of Tax Abatement, with a copy to the Business Administrator.

Section 4. Prior Agreement

The Prepayment dated January 3, 2007 between the City and Hague Urban Renewal Company, LLC is hereby terminated and of no force or effect.

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

WITNESS:

**BR HAGUE URBAN
RENEWAL COMPANY, LLC**

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**JOHN KELLY
BUSINESS ADMINISTRATOR**

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

City Clerk File No. Res. 12-801

Agenda No. 10.H

Approved: _____

TITLE:



WITHDRAWN

RESOLUTION APPROVING THE ASSIGNMENT OF A PREPAYMENT TO BR BEACON COMMERCE URBAN RENEWAL COMPANY, LLC, AND AUTHORIZING THE EXECUTION OF A PREPAYMENT AGREEMENT

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, The Beacon Commerce Urban Renewal Company, LLC [Developer] made a prepayment of its Annual Service Charge in the sum of \$120,623.00 on or about January 3, 2007 [Prepayment]; and

WHEREAS, the Developer sold the project and assigned its interest in the Prepayment to BR Beacon Commerce Urban Renewal Company, LLC [Entity]; and

WHEREAS, the parties need to execute a Prepayment Agreement to insure that the Entity will recoup the amount of the Prepayment but only as the project generates an annual service charge;

WHEREAS, it is in the best interests of the City of Jersey City to approve the assignment of the Prepayment to the Entity and authorize the execution of a Prepayment Agreement with the Entity.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Prepayment Agreement with The BR Beacon Commerce Urban Renewal Company, LLC, to enable BR Beacon Commerce to be receive a credit for the Prepayment in the amount of \$120,623.00, as the rental project generates an annual service charge; and
2. The Agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.

JM/he
10/17/12

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

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0 0 0 1 0 1 8 0

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				LAVARRO			
DONNELLY				FULOP				RICHARDSON			
LOPEZ				COLEMAN				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

PREPAYMENT AGREEMENT
(Rental-Credit)

THIS AGREEMENT made this day of November, 2012, and entered into between **BR BEACON COMMERCE URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company formed under the provisions of the Long Term Tax Exemption Law of [the Law] having an office at c/o Beacon Redevelopment, LLC, 4 Beacon Way, #16, Jersey City, NJ 07304, hereinafter referred to as [Entity] and the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the [City].

WITNESSETH:

WHEREAS, the assignor of the Entity [Beacon Commerce Urban Renewal Company, LLC] received approval of a long term tax exemption from the City for a rental project; and

WHEREAS, the assignor Entity was willing to prepay its Annual Service Charge in the amount of \$120,623.00 in exchange for the City's agreement to credit that sum against future Annual Service Charges; and

WHEREAS, the Entity acknowledges the terms and conditions of the Prepayment and agrees that as a condition of receiving the City's approval of the assignment of the Prepayment to the Entity, it will abide by the following terms and conditions.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, Entity and City hereby agree as follows:

Section 1. Reliance/Interest

A. **Reliance.** The Entity acknowledges that the City relied on the prepayment and entered into agreements in reliance on receiving such funds.

B. **Interest.** No interest shall accrue on the Prepayment.

Section 2. Prepayment/Credit

A. **Prepayment.** The City acknowledges that the Entity made a payment in the amount of \$120,623.00, representing the payment of one full year's estimated Annual Service Charge [Prepayment]. The Prepayment shall be credited against future Annual Service Charges in the manner described below.

B. **Credit.** City agrees to credit the Entity, without interest, against the Net Annual Service Charges (Annual Service Charge minus land tax credit) actually under the Financial Agreement in the following manner:

(i) For each year that the Entity is obligated under the Financial Agreement to pay an Annual Service Charge, the Entity shall be entitled to a credit from the City in an amount not to exceed the

Net Annual Service Charge paid in that year. If the amount of the first year's Net Service Charge is less than the full amount of the Prepayment, then the Entity shall be entitled to carry the balance of the credit over to the following year(s) until the amount of the Prepayment is fully recouped.

(ii) The aggregate amount of the credit hereunder shall be \$120,623.00;

(iii) Notwithstanding, under no circumstances shall the Entity be entitled to a credit in any year that exceeds the amount of the actual net annual service charges (that is, excluding any credit for land taxes) paid by the Project in that year.

C. **Additional Credit.** In the event the Entity is unable to fully recover its Prepayment against the Annual Service Charge for any reason (such as a voluntary termination of the financial agreement), then the Entity shall be entitled to a credit against the municipal portion of conventional taxes to be assessed on the Improvements until the Prepayment is recouped in full. At no time shall any interest accrue on the credit.

Section 3. Payments

All payments due hereunder shall be sent to the Director of the Office of Tax Abatement, with a copy to the Business Administrator.

Section 4. Prior Agreement

The Prepayment dated January 3, 2007 between the City and BR Beacon Commerce Urban Renewal Company, LLC is hereby terminated and of no force or effect.

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

WITNESS:

**BR BEACON COMMERCE URBAN
RENEWAL COMPANY, LLC**

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**JOHN KELLY
BUSINESS ADMINISTRATOR**

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

City Clerk File No. Res. 12-802

Agenda No. 10.1

Approved: _____

TITLE:



WITHDRAWN

RESOLUTION APPROVING THE ASSIGNMENT OF A PREPAYMENT TO BR BEACON PARKING URBAN RENEWAL COMPANY, LLC, AND AUTHORIZING THE EXECUTION OF A PREPAYMENT AGREEMENT

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, The Beacon Parking Urban Renewal Company, LLC, [Developer] made a prepayment of its Annual Service Charge in the sum of \$231,790.00 on or about January 3, 2007 [Prepayment]; and

WHEREAS, the Developer sold the project and assigned its interest in the Prepayment to BR Beacon Parking Urban Renewal Company, LLC [Entity]; and

WHEREAS, the parties need to execute a Prepayment Agreement to insure that the Entity will recoup the amount of the Prepayment but only as the project generates an annual service charge;

WHEREAS, it is in the best interests of the City of Jersey City to approve the assignment of the Prepayment to the Entity and authorize the execution of a Prepayment Agreement with the Entity.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Prepayment Agreement with The BR Beacon Parking Urban Renewal Company, LLC, to enable BR Beacon Parking to be receive a credit for the Prepayment in the amount of \$231,790.00, as the rental project generates an annual service charge; and
2. The Agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.

JM/he
10/17/12

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: JM Business Administrator _____ Corporation Counsel

Certification Required
 Not Required

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APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				LAVARRO			
DONNELLY				FULOP				RICHARDSON			
LOPEZ				COLEMAN				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

PREPAYMENT AGREEMENT
(Rental-Credit)

THIS AGREEMENT made this day of November, 2012, and entered into between **BR BEACON PARKING URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company formed under the provisions of the Long Term Tax Exemption Law of [the Law] having an office at c/o Beacon Redevelopment, LLC, 4 Beacon Way, #16, Jersey City, NJ 07304, hereinafter referred to as [Entity] and the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the [City].

W I T N E S S E T H:

WHEREAS, the assignor of the Entity [Beacon Parking Urban Renewal Company, LLC] received approval of a long term tax exemption from the City for a rental project; and

WHEREAS, the assignor Entity was willing to prepay its Annual Service Charge in the amount of \$231,790.00 in exchange for the City's agreement to credit that sum against future Annual Service Charges; and

WHEREAS, the Entity acknowledges the terms and conditions of the Prepayment and agrees that as a condition of receiving the City's approval of the assignment of the Prepayment to the Entity, it will abide by the following terms and conditions.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, Entity and City hereby agree as follows:

Section 1. Reliance/Interest

A. **Reliance.** The Entity acknowledges that the City relied on the prepayment and entered into agreements in reliance on receiving such funds.

B. **Interest.** No interest shall accrue on the Prepayment.

Section 2. Prepayment/Credit

A. **Prepayment.** The City acknowledges that the Entity made a payment in the amount of \$231,790.00, representing the payment of one full year's estimated Annual Service Charge [Prepayment]. The Prepayment shall be credited against future Annual Service Charges in the manner described below.

B. **Credit.** City agrees to credit the Entity, without interest, against the Net Annual Service Charges (Annual Service Charge minus land tax credit) actually under the Financial Agreement in the following manner:

(i) For each year that the Entity is obligated under the Financial Agreement to pay an Annual Service Charge, the Entity shall be entitled to a credit from the City in an amount not to exceed the

Net Annual Service Charge paid in that year. If the amount of the first year's Net Service Charge is less than the full amount of the Prepayment, then the Entity shall be entitled to carry the balance of the credit over to the following year(s) until the amount of the Prepayment is fully recouped.

(ii) The aggregate amount of the credit hereunder shall be \$231,790.00;

(iii) Notwithstanding, under no circumstances shall the Entity be entitled to a credit in any year that exceeds the amount of the actual net annual service charges (that is, excluding any credit for land taxes) paid by the Project in that year.

C. **Additional Credit.** In the event the Entity is unable to fully recover its Prepayment against the Annual Service Charge for any reason (such as a voluntary termination of the financial agreement), then the Entity shall be entitled to a credit against the municipal portion of conventional taxes to be assessed on the Improvements until the Prepayment is recouped in full. At no time shall any interest accrue on the credit.

Section 3. Payments

All payments due hereunder shall be sent to the Director of the Office of Tax Abatement, with a copy to the Business Administrator.

Section 4. Prior Agreement

The Prepayment dated January 3, 2007 between the City and BR Beacon Parking Urban Renewal Company, LLC is hereby terminated and of no force or effect.

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

WITNESS:

**BR BEACON PARKING URBAN
RENEWAL COMPANY, LLC**

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**JOHN KELLY
BUSINESS ADMINISTRATOR**

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

City Clerk File No. Res. 12-803

Agenda No. 10.J

Approved: NOV 28 2012

TITLE:



RESOLUTION APPROVING THE ASSIGNMENT OF A PREPAYMENT TO BR MERCURY URBAN RENEWAL COMPANY, LLC, AND AUTHORIZING THE EXECUTION OF A PREPAYMENT AGREEMENT

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, The Mercury Urban Renewal Company, LLC [Developer] made a prepayment of its Annual Service Charge in the sum of \$214,143.50 on or about January 3, 2007 [Prepayment]; and

WHEREAS, the Developer sold the project and assigned its interest in the Prepayment to BR Mercury Urban Renewal Company, LLC [Entity]; and

WHEREAS, the parties need to execute a Prepayment Agreement to insure that the Entity will recoup the amount of the Prepayment but only as the project generates an annual service charge;

WHEREAS, it is in the best interests of the City of Jersey City to approve the assignment of the Prepayment to the Entity and authorize the execution of a Prepayment Agreement with the Entity.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Prepayment Agreement with The BR Mercury Urban Renewal Company, LLC, to enable BR Mercury to be receive a credit for the Prepayment in the amount of \$214,143.50, as the rental project generates an annual service charge; and
2. The Agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.

JM/he
10/17/12

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

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Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

PREPAYMENT AGREEMENT
(Rental-Credit)

THIS AGREEMENT made this day of November, 2012, and entered into between **BR MERCURY URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company formed under the provisions of the Long Term Tax Exemption Law of [the Law] having an office at c/o Beacon Redevelopment, LLC, 4 Beacon Way, #16, Jersey City, NJ 07304, hereinafter referred to as [Entity] and the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the [City].

W I T N E S S E T H:

WHEREAS, the assignor of the Entity [Mercury Urban Renewal Company, LLC] received approval of a long term tax exemption from the City for a rental project; and

WHEREAS, the assignor Entity was willing to prepay its Annual Service Charge in the amount of \$214,143.50 in exchange for the City's agreement to credit that sum against future Annual Service Charges; and

WHEREAS, the Entity acknowledges the terms and conditions of the Prepayment and agrees that as a condition of receiving the City's approval of the assignment of the Prepayment to the Entity, it will abide by the following terms and conditions.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, Entity and City hereby agree as follows:

Section 1. Reliance/Interest

A. **Reliance.** The Entity acknowledges that the City relied on the prepayment and entered into agreements in reliance on receiving such funds.

B. **Interest.** No interest shall accrue on the Prepayment.

Section 2. Prepayment/Credit

A. **Prepayment.** The City acknowledges that the Entity made a payment in the amount of \$214,143.50, representing the payment of one full year's estimated Annual Service Charge [Prepayment]. The Prepayment shall be credited against future Annual Service Charges in the manner described below.

B. **Credit.** City agrees to credit the Entity, without interest, against the Net Annual Service Charges (Annual Service Charge minus land tax credit) actually under the Financial Agreement in the following manner:

(i) For each year that the Entity is obligated under the Financial Agreement to pay an Annual Service Charge, the Entity shall be entitled to a credit from the City in an amount not to exceed the

Net Annual Service Charge paid in that year. If the amount of the first year's Net Service Charge is less than the full amount of the Prepayment, then the Entity shall be entitled to carry the balance of the credit over to the following year(s) until the amount of the Prepayment is fully recouped.

(ii) The aggregate amount of the credit hereunder shall be \$214,143.50;

(iii) Notwithstanding, under no circumstances shall the Entity be entitled to a credit in any year that exceeds the amount of the actual net annual service charges (that is, excluding any credit for land taxes) paid by the Project in that year.

C. **Additional Credit.** In the event the Entity is unable to fully recover its Prepayment against the Annual Service Charge for any reason (such as a voluntary termination of the financial agreement), then the Entity shall be entitled to a credit against the municipal portion of conventional taxes to be assessed on the Improvements until the Prepayment is recouped in full. At no time shall any interest accrue on the credit.

Section 3. Payments

All payments due hereunder shall be sent to the Director of the Office of Tax Abatement, with a copy to the Business Administrator.

Section 4. Prior Agreement

The Prepayment dated January 3, 2007 between the City and BR Mercury Urban Renewal Company, LLC is hereby terminated and of no force or effect.

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

WITNESS:

**BR MERCURY URBAN
RENEWAL COMPANY, LLC**

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**JOHN KELLY
BUSINESS ADMINISTRATOR**

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

City Clerk File No. Res. 12-804
 Agenda No. 10.K
 Approved: NOV 28 2012
 TITLE:



RESOLUTION APPROVING THE ASSIGNMENT OF A PREPAYMENT TO BR ORPHEUM URBAN RENEWAL COMPANY, LLC, AND AUTHORIZING THE EXECUTION OF A PREPAYMENT AGREEMENT

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, The Orpheum Urban Renewal Company, LLC [Developer] made a prepayment of its Annual Service Charge in the sum of \$258,320.50 on or about January 3, 2007 [Prepayment]; and

WHEREAS, the Developer sold the project and assigned its interest in the Prepayment to BR Orpheum Urban Renewal Company, LLC [Entity]; and

WHEREAS, the parties need to execute a Prepayment Agreement to insure that the Entity will recoup the amount of the Prepayment but only as the project generates an annual service charge;

WHEREAS, it is in the best interests of the City of Jersey City to approve the assignment of the Prepayment to the Entity and authorize the execution of a Prepayment Agreement with the Entity.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Prepayment Agreement with The BR Orpheum Urban Renewal Company, LLC, to enable BR Orpheum to be receive a credit for the Prepayment in the amount of \$258,320.50, as the rental project generates an annual service charge; and
2. The Agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.

JM/he
 10/17/12

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

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Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

PREPAYMENT AGREEMENT
(Rental-Credit)

THIS AGREEMENT made this day of November, 2012, and entered into between **BR ORPHEUM URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company formed under the provisions of the Long Term Tax Exemption Law of [the Law] having an office at c/o Beacon Redevelopment, LLC, 4 Beacon Way, #16, Jersey City, NJ 07304, hereinafter referred to as [Entity] and the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the [City].

W I T N E S S E T H:

WHEREAS, the assignor of the Entity [Orpheum Urban Renewal Company, LLC] received approval of a long term tax exemption from the City for a rental project; and

WHEREAS, the assignor Entity was willing to prepay its Annual Service Charge in the amount of \$258,320.50 in exchange for the City's agreement to credit that sum against future Annual Service Charges; and

WHEREAS, the Entity acknowledges the terms and conditions of the Prepayment and agrees that as a condition of receiving the City's approval of the assignment of the Prepayment to the Entity, it will abide by the following terms and conditions.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, Entity and City hereby agree as follows:

Section 1. Reliance/Interest

A. **Reliance.** The Entity acknowledges that the City relied on the prepayment and entered into agreements in reliance on receiving such funds.

B. **Interest.** No interest shall accrue on the Prepayment.

Section 2. Prepayment/Credit

A. **Prepayment.** The City acknowledges that the Entity made a payment in the amount of \$258,320.50, representing the payment of one full year's estimated Annual Service Charge [Prepayment]. The Prepayment shall be credited against future Annual Service Charges in the manner described below.

B. **Credit.** City agrees to credit the Entity, without interest, against the Net Annual Service Charges (Annual Service Charge minus land tax credit) actually under the Financial Agreement in the following manner:

(i) For each year that the Entity is obligated under the Financial Agreement to pay an Annual Service Charge, the Entity shall be entitled to a credit from the City in an amount not to exceed the

Net Annual Service Charge paid in that year. If the amount of the first year's Net Service Charge is less than the full amount of the Prepayment, then the Entity shall be entitled to carry the balance of the credit over to the following year(s) until the amount of the Prepayment is fully recouped.

(ii) The aggregate amount of the credit hereunder shall be \$258,320.50;

(iii) Notwithstanding, under no circumstances shall the Entity be entitled to a credit in any year that exceeds the amount of the actual net annual service charges (that is, excluding any credit for land taxes) paid by the Project in that year.

C. **Additional Credit.** In the event the Entity is unable to fully recover its Prepayment against the Annual Service Charge for any reason (such as a voluntary termination of the financial agreement), then the Entity shall be entitled to a credit against the municipal portion of conventional taxes to be assessed on the Improvements until the Prepayment is recouped in full. At no time shall any interest accrue on the credit.

Section 3. Payments

All payments due hereunder shall be sent to the Director of the Office of Tax Abatement, with a copy to the Business Administrator.

Section 4. Prior Agreement

The Prepayment dated January 3, 2007 between the City and BR Orpheum Urban Renewal Company, LLC is hereby terminated and of no force or effect.

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

WITNESS:

**BR ORPHEUM URBAN
RENEWAL COMPANY, LLC**

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**JOHN KELLY
BUSINESS ADMINISTRATOR**

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

City Clerk File No. Res. 12-805

Agenda No. 10.1

Approved: NOV 28 2012

TITLE:



RESOLUTION APPROVING THE ASSIGNMENT OF A PREPAYMENT TO BR PARAMOUNT URBAN RENEWAL COMPANY, LLC, AND AUTHORIZING THE EXECUTION OF A PREPAYMENT AGREEMENT

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, The Paramount Urban Renewal Company, LLC [Developer] made a prepayment of its Annual Service Charge in the sum of \$338,912.50 on or about January 3, 2007 [Prepayment]; and

WHEREAS, the Developer sold the project and assigned its interest in the Prepayment to BR Paramount Urban Renewal Company, LLC [Entity]; and

WHEREAS, the parties need to execute a Prepayment Agreement to insure that the Entity will recoup the amount of the Prepayment but only as the project generates an annual service charge;

WHEREAS, it is in the best interests of the City of Jersey City to approve the assignment of the Prepayment to the Entity and authorize the execution of a Prepayment Agreement with the Entity.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Prepayment Agreement with The BR Paramount Urban Renewal Company, LLC, to enable BR Paramount to be receive a credit for the Prepayment in the amount of \$338,912.50, as the rental project generates an annual service charge; and
2. The Agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.

JM/he
10/17/12

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

0 2 0 1 2 1 5 0

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

PREPAYMENT AGREEMENT
(Rental-Credit)

THIS AGREEMENT made this day of November, 2012, and entered into between **BR PARAMOUNT URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company formed under the provisions of the Long Term Tax Exemption Law of [the Law] having an office at c/o Beacon Redevelopment, LLC, 4 Beacon Way, #16, Jersey City, NJ 07304, hereinafter referred to as [Entity] and the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the [City].

W I T N E S S E T H:

WHEREAS, the assignor of the Entity [Paramount Urban Renewal Company, LLC] received approval of a long term tax exemption from the City for a rental project; and

WHEREAS, the assignor Entity was willing to prepay its Annual Service Charge in the amount of \$338,912.50 in exchange for the City's agreement to credit that sum against future Annual Service Charges; and

WHEREAS, the Entity acknowledges the terms and conditions of the Prepayment and agrees that as a condition of receiving the City's approval of the assignment of the Prepayment to the Entity, it will abide by the following terms and conditions.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, Entity and City hereby agree as follows:

Section 1. Reliance/Interest

A. **Reliance.** The Entity acknowledges that the City relied on the prepayment and entered into agreements in reliance on receiving such funds.

B. **Interest.** No interest shall accrue on the Prepayment.

Section 2. Prepayment/Credit

A. **Prepayment.** The City acknowledges that the Entity made a payment in the amount of \$338,912.50, representing the payment of one full year's estimated Annual Service Charge [Prepayment]. The Prepayment shall be credited against future Annual Service Charges in the manner described below.

B. **Credit.** City agrees to credit the Entity, without interest, against the Net Annual Service Charges (Annual Service Charge minus land tax credit) actually under the Financial Agreement in the following manner:

(i) For each year that the Entity is obligated under the Financial Agreement to pay an Annual Service Charge, the Entity shall be entitled to a credit from the City in an amount not to exceed the

Net Annual Service Charge paid in that year. If the amount of the first year's Net Service Charge is less than the full amount of the Prepayment, then the Entity shall be entitled to carry the balance of the credit over to the following year(s) until the amount of the Prepayment is fully recouped.

(ii) The aggregate amount of the credit hereunder shall be \$338,912.50;

(iii) Notwithstanding, under no circumstances shall the Entity be entitled to a credit in any year that exceeds the amount of the actual net annual service charges (that is, excluding any credit for land taxes) paid by the Project in that year.

C. **Additional Credit.** In the event the Entity is unable to fully recover its Prepayment against the Annual Service Charge for any reason (such as a voluntary termination of the financial agreement), then the Entity shall be entitled to a credit against the municipal portion of conventional taxes to be assessed on the Improvements until the Prepayment is recouped in full. At no time shall any interest accrue on the credit.

Section 3. Payments

All payments due hereunder shall be sent to the Director of the Office of Tax Abatement, with a copy to the Business Administrator.

Section 4. Prior Agreement

The Prepayment dated January 3, 2007 between the City and BR Paramount Urban Renewal Company, LLC is hereby terminated and of no force or effect.

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

WITNESS:

**BR PARAMOUNT URBAN
RENEWAL COMPANY, LLC**

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**JOHN KELLY
BUSINESS ADMINISTRATOR**

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

City Clerk File No. Res. 12-806
 Agenda No. 10.M
 Approved: NOV 28 2012
 TITLE:



RESOLUTION APPROVING THE ASSIGNMENT OF A PREPAYMENT TO BR TOWER URBAN RENEWAL COMPANY, LLC, AND AUTHORIZING THE EXECUTION OF A PREPAYMENT AGREEMENT

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, The Tower Urban Renewal Company, LLC [Developer] made a prepayment of its Annual Service Charge in the sum of \$214,967.50 on or about January 3, 2007 [Prepayment]; and

WHEREAS, the Developer sold the project and assigned its interest in the Prepayment to BR Tower Urban Renewal Company, LLC [Entity]; and

WHEREAS, the parties need to execute a Prepayment Agreement to insure that the Entity will recoup the amount of the Prepayment but only as the project generates an annual service charge;

WHEREAS, it is in the best interests of the City of Jersey City to approve the assignment of the Prepayment to the Entity and authorize the execution of a Prepayment Agreement with the Entity.

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

1. The Mayor or Business Administrator is hereby authorized to execute a Prepayment Agreement with The BR Tower Urban Renewal Company, LLC, to enable BR Tower to be receive a credit for the Prepayment in the amount of \$214,967.50, as the rental project generates an annual service charge; and
2. The Agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.

JM/he
10/17/12

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

0 2 0 1 2 1 4 8

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

PREPAYMENT AGREEMENT
(Rental-Credit)

THIS AGREEMENT made this day of November, 2012, and entered into between **BR TOWER URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company formed under the provisions of the Long Term Tax Exemption Law of [the Law] having an office at c/o Beacon Redevelopment, LLC, 4 Beacon Way, #16, Jersey City, NJ 07304, hereinafter referred to as [Entity] and the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the [City].

WITNESSETH:

WHEREAS, the assignor of the Entity [Tower Urban Renewal Company, LLC] received approval of a long term tax exemption from the City for a rental project; and

WHEREAS, the assignor Entity was willing to prepay its Annual Service Charge in the amount of \$214,967.50 in exchange for the City's agreement to credit that sum against future Annual Service Charges; and

WHEREAS, the Entity acknowledges the terms and conditions of the Prepayment and agrees that as a condition of receiving the City's approval of the assignment of the Prepayment to the Entity, it will abide by the following terms and conditions.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, Entity and City hereby agree as follows:

Section 1. Reliance/Interest

A. **Reliance.** The Entity acknowledges that the City relied on the prepayment and entered into agreements in reliance on receiving such funds.

B. **Interest.** No interest shall accrue on the Prepayment.

Section 2. Prepayment/Credit

A. **Prepayment.** The City acknowledges that the Entity made a payment in the amount of \$214,967.50, representing the payment of one full year's estimated Annual Service Charge [Prepayment]. The Prepayment shall be credited against future Annual Service Charges in the manner described below.

B. **Credit.** City agrees to credit the Entity, without interest, against the Net Annual Service Charges (Annual Service Charge minus land tax credit) actually under the Financial Agreement in the following manner:

(i) For each year that the Entity is obligated under the Financial Agreement to pay an Annual Service Charge, the Entity shall be entitled to a credit from the City in an amount not to exceed the

Net Annual Service Charge paid in that year. If the amount of the first year's Net Service Charge is less than the full amount of the Prepayment, then the Entity shall be entitled to carry the balance of the credit over to the following year(s) until the amount of the Prepayment is fully recouped.

(ii) The aggregate amount of the credit hereunder shall be \$214,967.50;

(iii) Notwithstanding, under no circumstances shall the Entity be entitled to a credit in any year that exceeds the amount of the actual net annual service charges (that is, excluding any credit for land taxes) paid by the Project in that year.

C. **Additional Credit.** In the event the Entity is unable to fully recover its Prepayment against the Annual Service Charge for any reason (such as a voluntary termination of the financial agreement), then the Entity shall be entitled to a credit against the municipal portion of conventional taxes to be assessed on the Improvements until the Prepayment is recouped in full. At no time shall any interest accrue on the credit.

Section 3. Payments

All payments due hereunder shall be sent to the Director of the Office of Tax Abatement, with a copy to the Business Administrator.

Section 4. Prior Agreement

The Prepayment dated January 3, 2007 between the City and BR Tower Urban Renewal Company, LLC is hereby terminated and of no force or effect.

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

WITNESS:

**BR TOWER URBAN
RENEWAL COMPANY, LLC**

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**JOHN KELLY
BUSINESS ADMINISTRATOR**

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

City Clerk File No. Res. 12-807

Agenda No. 1Q-N

Approved: NOV 28 2012

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW
AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF
OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR
2012 BODY ARMOR REPLACEMENT FUND**

COUNCIL
the following resolution

Offered and moved adoption of

WHEREAS, the nature of police work creates a danger to the members of the Jersey City Police Department; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this danger; and

WHEREAS, the New Jersey Department of Law and Public Safety, through the Division of Criminal Justice, administers the Body Armor Replacement Fund (2012), and

WHEREAS, the Division of Criminal Justice provides funds to Municipalities for the safety of Police Officers, and

WHEREAS, the City of Jersey City having shown a desire to protect police officers has applied and has been awarded **\$70,815.29** for this purpose, and

WHEREAS, the Jersey City Police Department would like to accept the **\$70,815.29** award being offered by the New Jersey Division of Criminal Justice under the 2012 Body Armor Replacement Fund, and

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

1. The City of Jersey City accepts **\$70,815.29** from the New Jersey Division of Criminal Justice on behalf of the Jersey City Police Department, and
2. These funds will be used to provide body armor for the Jersey City Police Department.

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											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

ORDINANCE/RESOLUTION FACT SHEET Date Submitted to B.A. _____

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

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

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR - 2012 BODY ARMOR REPLACEMENT FUND

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

Acting Police Director Robert Kakoleski

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

Funds are being awarded to the Jersey City Police in the amount of **\$70,815.29** towards the purchase of body armor (bullet proof vests) for police officers.

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

To provide protection for police officers who work for the City.

5. Anticipated Benefits to the Community:

To provide the police officers with body armor for better protection and safety.

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

The award of **\$70,815.29** shall be used to purchase body armor with no match required by the City.

7. Date Proposed Program or Project will Commence:

November 1, 2012

8. Anticipated Completion Date:

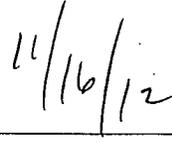
December 31, 2014

9. Person Responsible for Coordinating Proposed Program/Project:

P.O. Jaclyn Marcazo #2987



Director of Police



Date

Jaclyn Marcazo

From: Elyse Jordan-Gibbs
Sent: Tuesday, November 13, 2012 9:33 AM
To: Jaclyn Marcazo
Subject: FW: FY 2011 Body Armor - Notice of Award - Jersey City Police

-----Original Message-----

From: Body Armor [<mailto:bodyarmor@njdcj.org>]
Sent: Thursday, November 08, 2012 11:49 AM
To: Thomas J Comey
Cc: Donna Mauer; Elyse Jordan-Gibbs
Subject: FY 2011 Body Armor - Notice of Award - Jersey City Police

Chief of Police Thomas Comey
Mrs. Elyse Jordan Gibbs
Jersey City Police

The New Jersey Division of Criminal Justice is pleased to announce that your agency will receive \$70,815.29 under the State Fiscal Year 2012 State Body Armor Replacement Fund Program. An electronic transfer of funds or an award check will be sent directly to your agency's Chief Financial Officer.

The State Body Armor Replacement Fund Program is provided to assist all eligible law enforcement agencies in offsetting costs of purchasing body vests for their officers. While this is a five-year vest replacement program, program regulations encourage agencies to make every reasonable effort to expend their awards within one year of receipt.

In furtherance of officer protection, the 2012 Body Armor Replacement Fund Program now requires a written mandatory body armor wear policy (mandatory wear policy) for all uniformed officers engaged in patrol or field operations in New Jersey. N.J.A.C. 13:80A-1-1 et seq effective November 5, 2012. You may recall that notice of this anticipated mandatory wear policy was provided in the 2011 Notice of Award.

The BARF Regulations were updated to include amendments pertaining to the mandatory wear policy following the public comment period consistent with State law.

All future State Body Armor Replacement Fund program correspondence, such as application periods, award announcements and award confirmations will be sent electronically, via e-mail. Failure to maintain updated contact information in the State Body Armor Replacement Fund system may result in your agency not receiving important State Body Armor Replacement Fund messages. If you have any questions regarding the program, please call the Program Development and Grants Section at (609) 292-1462.

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

City Clerk File No. Res. 12-808

Agenda No. 10.0

Approved: NOV 28 2012

TITLE:



**RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE
NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF
HIGHWAY TRAFFIC SAFETY FOR
THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2013)**

COUNCIL
of the following resolution.

Offered and moved adoption

WHEREAS, the need to raise the awareness and increase safety through a combination of enforcement and education initiatives which are essential to all motorists and pedestrians who utilize the streets of Jersey City; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this need; and

WHEREAS, the Division of Highway Traffic Safety has awarded the Jersey City Police Department \$27,900.00 in overtime reimbursement grant funding to be utilized during the time period from October 1, 2012 until September 30, 2013; and

WHEREAS, the Jersey City Police Department wishes to accept these funds to promote enforcement and awareness in the areas of Pedestrian Safety, Aggressive Driving, Drunk Driving, and to purchase commodities; and

WHEREAS, the Jersey City Police Department would like to accept the \$27,900.00 in overtime reimbursement grant funding to be utilized during the above mentioned time frame which has been deemed appropriate as per the Division of Traffic Highway Safety upon the acceptance of this award.

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

- The City of Jersey City authorizes to accept the award of \$27,900.00 from the Division of Highway Traffic Safety to be used to reimburse for overtime patrols to promote education and enforcement for pedestrian safety, aggressive driving, drunk driving, and purchase commodities to help spread the message to "Walk and Drive Safely Jersey City."
- The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

ORDINANCE/RESOLUTION FACT SHEET

Date Submitted to B.A. _____

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.

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

RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR
THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2013)

Name and Title of Person Initiating Ordinance/Resolution: Robert Kakoleski, Acting Police Director

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

The New Jersey Division of Highway Traffic Safety awarded the Jersey City Police Department \$27,900.00 in grants funds to promote safety, education, and enforcement initiatives related to traffic safety issues. The project will be part of the *Jersey City Comprehensive Traffic Safety Program*. Funds will be allocated toward police overtime salaries and to purchase commodities that help promote our motto: *Walk and Drive Safely Jersey City*.

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

To continue our participation with the State of New Jersey's Department of Law and Public Safety, Division of Highway Traffic Safety in efforts to increase pedestrian safety, decrease aggressive driving, and deter driving while intoxicated in Jersey City.

4. Anticipated Benefits to the Community:

Increase public safety for motorists and pedestrians while commuting, driving, and walking in Jersey City.

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

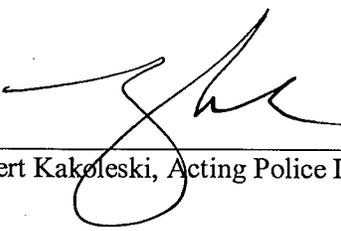
The total award for this program is \$27,900.00.

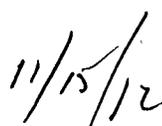
6. Date Proposed Program or Project will Commence: October 1, 2012

7. Anticipated Completion Date: September 30, 2013

8. Person Responsible for Coordinating Proposed Program/Project:

P.O. Jaclyn Marcazo #2987, Grants Unit


Robert Kakoleski, Acting Police Director


Date

CONTRACT AGREEMENT

Project Title	Jersey City Comprehensive Traffic Safety Program
Grant Number	PT-13-03-04-01
Federal Fiscal Year	
Amount Awarded	\$27,900
Funding Source	
Project Period	10/1/2012 - 9/30/2013
Project Director	Jaclyn Marcazo
Financial Officer	Donna Mauer
Authorizing Official	Jerramiah Healy

Federal policy requires notification of Limited English Proficiency (LEP) requirements to entities that receive Federal funds. A copy of the US Department of Transportation's guide entitled, "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" can be found on our website at www.state.nj.us/lps/htsalong with a power point presentation

The personnel of this Division look forward to the success of this project in improving highway traffic safety and are prepared to assist you in any way. Thank you for your interest and contributions to making New Jersey a safer state.

Gary Poedubicky
Acting Director and Governor's Representative

Jersey City

FED-2013-Jersey City-00223

BUDGET SUMMARY

Budget Line Item	Federal Share	State/Local Share	Total Amount
Salaries and Wages	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Enforcement/Education Details	\$26,400	\$0	\$26,400
Miscellaneous Personal Services	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0
Commodities	\$1,500	\$0	\$1,500
Other Direct Costs	\$0	\$0	\$0
Indirect Costs			\$0
Total:	\$27,900	\$0	\$27,900

Telephone: 973-402-9410
Facsimile: 973-316-8498
www.boonton.org

TOWN OF BOONTON
100 WASHINGTON STREET
BOONTON, NEW JERSEY • 07005



To: Robert Byrne, RMC, City Clerk

From: Richard Osborne, Code Enforcement Officer

A handwritten signature in black ink, appearing to read "Richard Osborne", is written over the printed name. The signature is fluid and cursive, with a large initial "R" and "O".

Date: November 15, 2012

Re: Summons, Block 79 Lot 17&18, **Town of Boonton**

Please forward to the responsible party for the above referenced property. Please feel free to contact this office at 973-402-9410 ext.633 if you have any questions.

COURT I.D. PREFIX COMPLAINT NUMBER
1401 SC 004827

**MUNICIPAL COURT
 TOWN OF BOONTON**
 100 Washington Street
 Boonton, New Jersey 07005

Complaint

The State of New Jersey

(Please Print) **VS.**

Defendant's Name: First Initial Last
 City of Jersey City

Address City
 2306 Grove St Jersey City

State Zip Code Telephone SOCIAL SECURITY NUMBER

Birth Date: Mo. Day Yr. Sex Eyes Height Restrictions

DL #

State Exp. Date

STATE OF NEW JERSEY }
 COUNTY OF **MORRIS** } SS:

Complaining Witness: Richard DeLuane
 of Code Enforcement
 (Identify Dept./Agency Represented) (Badge No.)

Residing at _____
 by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the _____
 in **TOWN OF BOONTON** **MUN1401000** County of **MORRIS** NJ

did commit the following offense:
 (DESCRIPTION OF OFFENSE) Violating Ordinance
Condition by failing to
maintain
Structure 214-3A
 in violation of (one charge only) _____
 (Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE **CODE** Describe Location ALL 4 LOTS IN 18

OATH: Subscribed and sworn to before _____
 me this _____ day of _____, yr. _____
 OR _____
 (Signature of Complaining Witness) (Date)
 (Signature of Person Administering Oath) (Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

COURT USE ONLY	LAW/ CODE ENFORCEMENT USE ONLY
Probable cause is found for the issuance of this Complaint-Summons <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judicial Officer) <input type="checkbox"/> Yes <input type="checkbox"/> No (Signature of Judge)	<input type="checkbox"/> The complaining witness is a law enforcement officer or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint-Summons.

YOU ARE HEREBY SUMMONED TO APPEAR

BEFORE THIS COURT TO ANSWER THIS COMPLAINT. IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR

COURT APPEARANCE REQUIRED
 COURT DATE: **12/4/18** 9: **AM** PM

(Date Summons Issued) _____ (Signature of Person Issuing Summons) _____

COMPLAINT

SUMMONS

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

City Clerk File No. Res. 12-809

Agenda No. 10.P

Approved: NOV 28 2012

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE U.S DEPARTMENT OF JUSTICE, BULLET-PROOF VEST PARTNERSHIP PROGRAM (2012) TO PURCHASE BODY ARMOR FOR THE JERSEY CITY POLICE DEPARTMENT

COUNCIL
the following resolution

Offered and moved adoption of

WHEREAS, the nature of police work creates a danger to the members of the Jersey City Police Department; and

WHEREAS, the U.S. Department of Justice has recognized this danger; and

WHEREAS, has awarded the Jersey City Police Department \$7,211.24 from the Bulletproof Vest Partnership (2012); and

WHEREAS, the U.S. Department of Justice, through the Bulletproof Vest Partnership Program will reimburse 50 percent of the total cost of each piece of body armor purchased by the City of Jersey City and the remainder cost will be covered by the New Jersey Body Armor Replacement Fund; and

WHEREAS, Police Officers who receive body armor funded by this grant will have to abide by the mandatory wear policy required by the Bullet Proof Vest Partnership Program; and

WHEREAS, the City of Jersey City requests to accept these funds from the Bulletproof Vest Partnership Program to purchase body armor that will serve to protect police officers; and

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

1. The Jersey City Police Department is hereby authorized to accept the award of \$7,211.24 distributed by the U.S. Department of Justice through the Bulletproof Vest Partnership Program; and
2. These funds will be used to provide body armor for full-time sworn members of the Jersey City Police Department.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

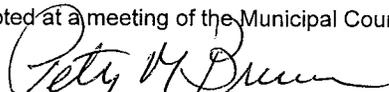
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

ORDINANCE/RESOLUTION FACT SHEET Date Submitted to B.A. _____

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

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

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE U.S DEPARTMENT OF JUSTICE, BULLET PROOF VEST PARTNERSHIP PROGRAM (2012) TO PURCHASE BODY ARMOR FOR THE JERSEY CITY POLICE DEPARTMENT

2. Name and Title of Person Initiating Ordinance/Resolution:
Robert Kakoleski, Acting Police Director

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

To fund the Jersey City Police Department with the financial support from the U.S. Department of Justice's Bulletproof Vest Partnership Program to purchase body armor.

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

There is a need to replace police officers' body armor every five years.

5. Anticipated Benefits to the Community:

Equipping police officers with body armor increases officer safety and saves lives while serving the community.

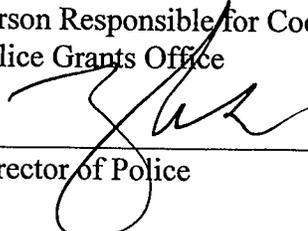
6. Cost of Proposed Program Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):

The total award is \$7,211.24. BVP will reimburse 50 percent of the total cost of each piece of body armor purchased by the City of Jersey City and the remainder cost/match will be covered by the New Jersey Body Armor Replacement Fund.

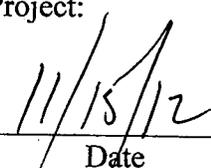
7. Date Proposed Program or Project will Commence: April 1, 2012

8. Anticipated Completion Date: August 31, 2014

9. Person Responsible for Coordinating Proposed Program/Project:
Police Grants Office



Director of Police



Date

Jaclyn Marcazo

From: Elyse Jordan-Gibbs
Sent: Wednesday, October 17, 2012 8:00 AM
To: Jaclyn Marcazo
Subject: FW: Bulletproof Vest Partnership FY 2012 Award Announcement

From: owner-bvp-list@ojp.usdoj.gov [mailto:owner-bvp-list@ojp.usdoj.gov] **On Behalf Of** BVP
Sent: Tuesday, October 16, 2012 3:50 PM
Subject: Bulletproof Vest Partnership FY 2012 Award Announcement

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2012 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP system. For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

A complete list of FY 2012 BVP awards is available at: <http://www.ojp.usdoj.gov/bvpbasi/>

The FY 2012 award funds may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered on or after April 1, 2012. The deadline to request payments from the FY 2012 award funds is August 31, 2014, or until all available 2012 awards funds have been requested. Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm>
Stab Resistant Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm>

As a reminder, all jurisdictions that applied for FY 2012 BVP funding certified during the application process that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP system. For more information on the BVP mandatory wear policy, please see the FAQs here: <http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>

Thank You.

BVP Program Support Team

NJ	HOPATCONG BOROUGH	\$ 2,625.00	7
NJ	HUDSON COUNTY	\$ 35,328.61	566
NJ	HUNTERDON COUNTY	\$ 2,803.14	37
NJ	HIGHLAND PARK	\$ 362.25	1
NJ	IRVINGTON TOWNSHIP	\$ 12,850.50	30
NJ	JERSEY CITY	\$ 7,211.24	100
NJ	JEFFERSON TOWNSHIP	\$ 7,389.00	15
NJ	KEANSBURG BOROUGH	\$ 1,050.00	3
NJ	LAKEWOOD TOWNSHIP	\$ 9,113.25	29
NJ	LEONIA BOROUGH	\$ 1,690.00	4
NJ	LINDENWOLD BOROUGH	\$ 2,031.25	5
NJ	LITTLE EGG HARBOR TOWNSHIP	\$ 1,750.00	5
NJ	LONG BEACH TOWNSHIP	\$ 4,000.00	10
NJ	LOWER TOWNSHIP	\$ 2,340.00	6
NJ	MADISON BOROUGH	\$ 3,915.00	9
NJ	MANALAPAN TOWNSHIP	\$ 4,207.50	10
NJ	MANSFIELD TOWNSHIP	\$ 1,677.00	3
NJ	MANVILLE BOROUGH	\$ 1,521.00	4
NJ	MAPLE SHADE TOWNSHIP	\$ 3,241.88	7
NJ	MAPLEWOOD TOWNSHIP	\$ 11,006.88	25
NJ	MARLBORO TOWNSHIP	\$ 4,681.00	9
NJ	MAYWOOD BOROUGH	\$ 2,825.00	6
NJ	MEDFORD TOWNSHIP	\$ 1,750.00	5
NJ	MENDHAM TOWNSHIP	\$ 1,391.50	4
NJ	MERCHANTVILLE BOROUGH	\$ 1,852.10	4
NJ	MIDDLESEX COUNTY	\$ 6,876.68	108
NJ	MIDLAND PARK BOROUGH	\$ 440.28	1
NJ	MONMOUTH COUNTY	\$ 908.08	13
NJ	MONROE TOWNSHIP	\$ 4,225.00	10
NJ	MONTCLAIR TOWNSHIP	\$ 7,410.00	16
NJ	MONTGOMERY TOWNSHIP	\$ 327.50	1
NJ	MONTVALE BOROUGH	\$ 2,550.00	6
NJ	MORRIS PLAINS BOROUGH	\$ 1,650.00	4
NJ	MORRIS TOWNSHIP	\$ 2,435.13	7
NJ	MOUNT LAUREL TOWNSHIP	\$ 3,633.00	8
NJ	MOUNT OLIVE TOWNSHIP	\$ 2,112.50	5
NJ	NEPTUNE CITY BOROUGH	\$ 1,400.00	4
NJ	NEPTUNE TOWNSHIP	\$ 12,655.50	30
NJ	NEW BRUNSWICK CITY	\$ 14,707.00	40
NJ	NEW HANOVER TOWNSHIP	\$ 390.00	1
NJ	NEW JERSEY	\$ 321,700.08	5,686
NJ	NEW MILFORD BOROUGH	\$ 1,852.50	4
NJ	NEWARK CITY	\$ 6,451.08	100
NJ	NEWFIELD BOROUGH	\$ 750.00	3
NJ	NEWTON TOWN	\$ 1,237.50	3
NJ	NORTH ARLINGTON BOROUGH	\$ 1,750.00	5
NJ	NORTH BERGEN TOWNSHIP	\$ 2,112.50	5

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

City Clerk File No. Res. 12-810

Agenda No. 10.Q

Approved: NOV 28 2012

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 102 KEARNEY AVENUE A/K/A BLOCK 22501, LOT 45

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, on December 17, 2004, Annie Ruth Rock (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$6,000.00 made under the HORM Program; and

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

WHEREAS, the mortgage affects property known as 102 Kearney Avenue, Jersey City, also known as Block 22501, Lot 45 f/k/a Block 1982, Lot 60A; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Annie Ruth Rock dated December 17, 2004, in the sum of \$6,000.00 affecting 102 Kearney Avenue, also known as Block 22501, Lot 45 f/k/a Block 1982, Lot 60A.

IW/he
11/13/12

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

0 2 0 1 2 1 6 8

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

Jersey City Law Department

Memorandum

To: Council President and Members of the Municipal Council

From: Itza G. Wilson, Assistant Corporation Counsel

Subject: **Requests for Discharge of Mortgages**

Date: November 13, 2012

This memo will explain the discharge of mortgage requests by individual homeowners. As a condition of receiving a grant under various programs such as HORP or the First Time Homebuyers Program, a property owner will execute a mortgage in favor of the City of Jersey City (City). The mortgage is recorded with the Hudson County Register's Office as a second lien affecting the property. This mortgage self-amortizes over the term of the mortgage, usually 5 or 10 years, but only if the owner resides on the property and does not sell the property during the term of the mortgage. The owner also has the option to pay off the mortgage earlier in accordance with the pay-off schedule set forth in the mortgage. Once the term of the mortgage has expired or the mortgage is paid off early, the City is then obligated to discharge the mortgage from the public record, upon request of the owner.

Your cooperation is appreciated.

IW/he
Encl.

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

City Clerk File No. Res. 12-811
 Agenda No. 10.R
 Approved: NOV 28 2012
 TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 102 KEARNEY AVENUE A/K/A BLOCK 22501, LOT 45

COUNCIL
 resolution:

offered and moved adoption of the following

WHEREAS, on January 15, 2009, Annie Ruth Rock (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$13,000.00 made under the HORP Program; and

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

WHEREAS, the mortgage affects property known as 102 Kearney Avenue, Jersey City, also known as Block 22501, Lot 45 f/k/a Block 1982, Lot 60A; and

WHEREAS, according to the Division of Community Development, the Borrower has paid the City the sum of \$5,200, which is the payoff amount of the loan; and

WHEREAS, the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Annie Ruth Rock dated January 15, 2009, in the sum of \$13,000.00 affecting 102 Kearney Avenue, also known as Block 22501, Lot 45 f/k/a Block 1982, Lot 60A.

IW/he
 11/13/12

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

APPROVED AS TO LEGAL FORM

 Corporation Counsel

0 2 0 1 2 1 6 7

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11.28.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

Jersey City Law Department Memorandum

To: Council President and Members of the Municipal Council
From: Itza G. Wilson, Assistant Corporation Counsel
Subject: Requests for Discharge of Mortgages
Date: November 13, 2012

This memo will explain the discharge of mortgage requests by individual homeowners. As a condition of receiving a grant under various programs such as HORP or the First Time Homebuyers Program, a property owner will execute a mortgage in favor of the City of Jersey City (City). The mortgage is recorded with the Hudson County Register's Office as a second lien affecting the property. This mortgage self-amortizes over the term of the mortgage, usually 5 or 10 years, but only if the owner resides on the property and does not sell the property during the term of the mortgage. The owner also has the option to pay off the mortgage earlier in accordance with the pay-off schedule set forth in the mortgage. Once the term of the mortgage has expired or the mortgage is paid off early, the City is then obligated to discharge the mortgage from the public record, upon request of the owner.

Your cooperation is appreciated.

IW/he
Encl.

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

City Clerk File No. Res. 12-812

Agenda No. 10.5

Approved: NOV 28 2012

TITLE: **RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 767 LOT 47 LOCATION 451 PALISADE AVENUE**



COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City sold 451 Palisade Avenue at a public auction on June 3, 1982, and;

WHEREAS, the terms and conditions of sale required that the purchaser obtain a Certificate of Occupancy for the property, and;

WHEREAS, 451 Palisade Avenue was conveyed to other purchasers after the public auction by various owners, none of whom obtained a Certificate of Occupancy, and;

WHEREAS, on March 9, 2011, the Municipal Council approved a resolution conveying 451 Palisade Avenue from Donna Bolich and Milan Bolich to 451 Palisade Avenue LLC, and;

WHEREAS, on April 27, 2011, a deed was released from Donna Bolich and Milan Bolich to 451 Palisade Avenue LLC with the condition that 451 Palisade Avenue LLC obtain a Certificate of Occupancy, and;

WHEREAS, The Construction Official, Raymond Meyer has signed and issued a Certificate of Occupancy on Block 767 Lot 47, 451 Palisade Avenue, indicating that the owner has renovated and rehabilitated the building in compliance with the conditions of sale which was adopted by the governing body of Jersey City on May 12, 1982.

WHEREAS, in accordance with State Law in order for this resolution to be recorded in the Hudson County Register's Office it must contain an acknowledgement:

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

1. The city finds and declares that all the terms and conditions of sale contained in the resolution adopted by the governing body of the City of Jersey City on May 12, 1982 have been complied with.

2. Block 767 Lot 47, 451 Palisade Avenue is hereby released from any and all restrictions.

3. That the Mayor is hereby authorized to execute this resolution and a notary public notarize the acknowledgement contained herein in accordance with Law so that same may be recorded in the Hudson County Register's Office.

In Witness Whereof, the party of the first part has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed that day and year first above written.

WITNESS

CITY OF JERSEY CITY

Robert Byrne, City Clerk

Jerramiah T. Healy, Mayor

02012164

City Clerk File No. Res. 12-812

Agenda No. 10.S NOV 28 2012

TITLE:

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 767 LOT 47 LOCATION 451 PALISADE AVENUE

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

BE IT REMEMBERED, that on this day of Two Thousand Twelve, before me the subscriber, a Notary Public of the State of New Jersey personally appeared, Robert Byrne and made proof to my satisfaction that he is the City Clerk of Jersey City a municipal corporation of the State of New Jersey, that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that the said seal was so affixed and the said instrument signed and delivered by Jerramiah T. Healy who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said instrument as a witness to the execution thereof.

Sworn and subscribed to Before me this day of 2012.

Notary Public

Robert Byrne, City Clerk

APPROVED: [Signature] Ann Marie Miller, Real Estate Manager Business Administrator

APPROVED AS TO LEGAL FORM [Signature] Corporation Counsel

Certification Required [] Not Required []

APPROVED 9-0

Table with 12 columns: COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V. Rows include SOTTOLANO, DONNELLY, LOPEZ, GAUGHAN, FULOP, COLEMAN, LAVARRO, 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
 30 MONTGOMERY STREET-SUITE 412
 JERSEY CITY, NJ 07302
 201-547-5055

**CERTIFICATE
 IDENTIFICATION**

Date Issued: 07/18/2012
 Control #: 88164
 Permit #: 20112098

Block: 767 Lot: 47

Work Site Location: 451 PALISADE AVE

JERSEY CITY

Owner in Fee: 451 PALISADE AVENUE, LLC

Address: P.O. BOX 433

HOBOKEN NJ 07030

Telephone: 201 988-8382

Agent/Contractor: L J REYNOLDS CONSTRUCTION COMPANY

Address: 562 MORNINGSIDE ROAD

RIDGEWOOD NJ 07450

Telephone: 201 345-3131

Lic. No./ Bids. Reg.No.: _____

Federal Emp. No.: 27-1390871

Social Security No.: _____

CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or will be subject to fine or order to vacate:

Home Warranty No: _____
 Type of Warranty Plan: _____
 Use Group: R-2

State Private

Maximum Live Load: _____

Construction Classification: _____

Maximum Occupancy Load: _____

Certificate Exp Date: _____

Description of Work/Use: _____

INTERIOR RENOVATION OF 3 RESIDENTIAL UNITS AS PER DRAWINGS

COST OF CONSTRUCTION: \$31,000.00

Update Desc. of Wk/Use: _____

ONE GAS PIPING ONE HOT WATER BOILER ONE CHIMNEY

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5-17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(____ years); see file

CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____

Fees: \$0.00

Paid/ X Check No.: 1002

Collected by: wf / PD

U.C.C.760 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

RAYMOND MEYER Construction Official

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

City Clerk File No. Res. 12-813

Agenda No. 10.T

Approved: NOV 28 2012

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO COMPLETE THE CONDITIONS OF SALE AFFECTING BLOCK 574 LOT B LOCATION 666 SUMMIT AVENUE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on March 10, 2010, the Municipal Council of the City of Jersey City adopted a Resolution authorizing the sale of certain public lands not needed for public use, by public sale, to the highest bidder in accordance with N.J.S.A. 40A:12-13; and,

WHEREAS, notice of said sale was duly published as required by law; and,

WHEREAS, the public sale was held on March 30, 2010; and

WHEREAS, Block 574 Lot B Location 666 Summit Avenue was sold to: Jersey City Firemen, FCU, 666 Summit Avenue, Jersey City, New Jersey; and,

WHEREAS, the Municipal Council of the City of Jersey City adopted the Confirmation of Sale on April 14, 2010; and,

WHEREAS, on June 2, 2010, the Deed was released to: Jersey City Firemen FCU, 666 Summit Avenue, Jersey City, New Jersey; and,

WHEREAS, the deed stipulates that the buyer will obtain a Certificate of Occupancy within 18 months of the deed and will not sell, convey or otherwise transfer the property until the buyer has obtained a Certificate of Occupancy and comply with the terms and conditions of sale contained in the resolution authorizing the sale; and,

WHEREAS, as per the attached letter from Drew M. Edwards, Esq., the attorney for good cause explains why his client was unable to comply with the terms and therefore requests an extension until November 1, 2013 to obtain the Certificate of Occupancy,

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that said request for an extension until November 1, 2013 to obtain a Certificate of Occupancy and comply with the terms and conditions of sale contained in the resolution authorizing the sale on Block 574 Lot B Location 666 Summit Avenue the Tax Map of Jersey City, New Jersey is hereby approved.

APPROVED: *Ann Marie Miller* Ann Marie Miller, Real Estate Manager
 APPROVED AS TO LEGAL FORM
 APPROVED: *Julia* Business Administrator
 APPROVED: *[Signature]* Corporation Counsel

0 2 0 1 2 1 6 5

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.28.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

LAW OFFICE

EDWARDS & EDWARDS

Stephen J. Edwards
stevc@edwardslegal.com

P.O. Box 372
JERSEY CITY, NJ 07303-0372

Delivery Address:
Suite 307
239 Washington Street
Jersey City, NJ 07302

Drew M. Edwards
drew@edwardslegal.com

Tel.: 201-413-1653
Fax: 201-413-1654

October 24, 2012

VIA FAX ONLY - 201-547-5711

Ms. Ann Marie Miller, Real Estate Manager
Real Estate Office
280 Grove Street
Jersey City, NJ 07302

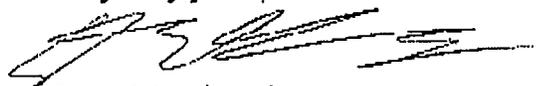
**RE: 666 Summit Ave., Jersey City, NJ
Block 574, Lot B**

Dear Ms. Miller:

I represent Jersey City Firemen Federal Credit Union, owners of 666 Summit Ave., Jersey City, NJ. I would like to ask for a one year extension of our time to obtain a certificate of occupancy pursuant to the resolution. My client initially obtained a Certificate of Continued Occupancy, believing that this complied with the City's requirements. After several months of receiving conflicting information, we recently received a definitive answer from the City's legal department stating that we must obtain a Certificate of Occupancy, and that a Certificate of Continued Occupancy is not sufficient to satisfy the terms of the initial resolution of sale. In order to obtain a Certificate of Occupancy, my client will have to perform extensive modification on its building, which is a very old firehouse. In addition, because my client is a Federal Credit Union, the amount of money it can spend yearly on these renovations is restricted by statute. I therefore ask the City Council for an extension of one year, ending November 1, 2013, so that my client can fulfill its obligations. My client would be happy to provide a construction plan and timetable upon request.

Please contact me regarding this matter at your earliest convenience.

Very truly yours,



Drew M. Edwards

DME/as
#15772-002

cc: Patrick Lacey, via fax only - 201-653-8900

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

City Clerk File No. Res. 12-814

Agenda No. 10.U

Approved: NOV 28 2012

TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT OF 25,168.00 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF VARIOUS PROPERTIES.

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

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

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

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

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

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

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

These settlements will result in a refund and/or credit in the amount of \$25,168.00.

MAM/mw
11-15-12

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

0 2 0 1 2 1 7 1

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

**JERSEY CITY LAW DEPARTMENT
MEMORANDUM**

DATE: November 16, 2012

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

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreements

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owners of the properties listed on the attached page. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2009-2011 tax years. The total tax dollar refund for these appeals is \$ 25,168.

The largest assessment reduction is to Frank Formisano for his mixed-use commercial space on Montgomery Street, near West Side Avenue. Next largest is to J.C. Pharmacy for the Walgreen's store on Kennedy Boulevard. The final reduction is to Myrage, LLC, for its apartment building on Newkirk Street.

In some of these cases, the assessments had not been appealed for some time; and, in all cases, the equalized value derived from the assessments could not be supported by income and expense analysis or by sales of similar properties because of the level of the ratio.

For example, if sales indicate that commercial properties in a certain area of the city are selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in that area would be approximately \$14,000,000. For the 2009 tax year, the City's ratio of assessed valuation to market value was 25.64%. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax year in question. Under Title 54, assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2009 tax year was 21.79% to 29.49%. Therefore, a valid assessment for the 100,000-square- building would range between \$3,050,600 and \$4,128,600. For 2010, the ratio rose slightly to 26.75%, making the statutory range 22.74% to 30.76%. Consequently, assuming the same market value, a valid assessment for this same property for the 2010 tax year would range between \$3,183,600

and \$4,306,400. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment.

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

ET/mm

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

City Clerk File No. Res. 12-815
 Agenda No. 10.V
 Approved: NOV 28 2012
 TITLE:



CANCELLATION OF PARTIAL ASSESSMENT ON BLOCK 11205 LOT 13, ALSO KNOWN AS 235 FIFTH STREET

COUNCIL OFFERED, AND MOVED ADOPTION
 OF THE FOLLOWING RESOLUTION:

WHEREAS, the Jersey City Tax Assessor has informed the Tax Collector's Office that Block 11205 Lot 13 had been reassessed based on a permit being issued indicating a rehabilitation, but attempts to inspect the property was unanswered; and

WHEREAS, the Jersey City Tax Assessor has confirmed that no work has been done; and

WHEREAS, the Jersey City Tax Assessor would like to cancel a portion of the assessment which equals \$3,592.00; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Block 11205 Lot 13 also known as 235 Fifth Street is hereby canceled in the amount of \$ 3,592.00.

APPROVED: Trisha Guedes, Asst. City Clerk APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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



OFFICE OF THE CITY ASSESSOR
280 Grove Street
Jersey City, NJ 07302
Tel. 201-547-5131 Fax 201-547-4949

Eduardo Toloza
Assessor

DATE: October 24, 2012
TO: Maureen Cosgrove, Collector
FROM: Ed Toloza, Assessor
SUBJECT: **Block 11205 Lot 13**
(Formerly Block 279 Lot A
A/K/A 235 Fifth St

Please be advised that above property was reassessed for an additional 70,000 for the 2012 taxing year for a permit issued indicating that a rehabilitation of the building was done. Attempts to inspect were unanswered and on September 12, 2012, the owner came forward and asserted that there was no major work done to the property and such declaration was confirmed by our inspection.

Could you please cancel the corresponding 2012 taxes on a 50,000 assessed value which amounts to \$3,592.00 levied in error.

If you have any question on this matter, please don't hesitate to give me a call.

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

City Clerk File No. Res. 12-816

Agenda No. 10.W

Approved: NOV 28 2012

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING AN EASTBOUND, NEAR-SIDE BUS STOP ON GRAND STREET AT GARFIELD AVENUE, ALL TIMES AND REPEAL AN EASTBOUND, FAR-SIDE BUS STOP ON GRAND STREET AT COMMUNIPAW AVENUE, ALL TIMES

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

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

WHEREAS, the provisions of Section 3-69(A)(C)(6) of the 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 both vehicular and pedestrian safety, that the attached regulations (No. 12-084 and No. 12-085) be promulgated deleting and designating a bus stop at the locations described; and

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

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

(12-084) Delete an eastbound, far-side bus stop on Grand Street @ Communipaw Avenue, all times.

(12-085) Designate an eastbound, near-side bus stop on Grand Street @ Garfield Avenue, all times.

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

c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repeaters of existing provisions.

d. This resolution/regulation shall take effect at the time and in the manner as provided by law.

APPROVED: *[Signature]* 10/26/12
Municipal Engineer

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

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

Corporation Counsel

CFL:pcl
(10.26.12)

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
						11.28.12					
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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 12-084

October 26, 2012

BUS STOP REGULATION - REPEALED

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

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

STREET	HOURS
1. [<i>Grand Street, eastbound on the southerly side at: a. Communipaw Avenue - (far-side) Beginning at the easterly curb line of Communipaw Avenue and extending to a point 105 feet easterly therefrom.</i>]	<i>All Times</i>

Division of Engineering, Traffic and Transportation

 10/26/12

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 12-085

October 26, 2012

**BUS STOP REGULATION
DESIGNATED**

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

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

STREET

HOURS

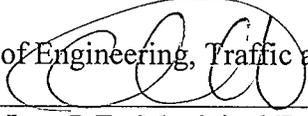
1. Grand Street, Eastbound on the southerly side at:

All Times

a. Garfield Avenue - (near-side)

Beginning at the easterly curb line of Garfield Avenue and extending to a point 105 feet easterly therefrom.

Division of Engineering, Traffic and Transportation


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

Approved by Municipal Council Resolution

Date: _____

FACTSHEET

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 Bus Stop Designations of the City of Jersey City designating an eastbound, near-side bus stop on Grand Street at Garfield Avenue, all times and repeal an eastbound, far-side bus stop on Grand Street at Communipaw Avenue, all times.

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

Lee D. Klein, P.E., PTOE, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of NJ Transit

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

Repeal an eastbound, far-side bus stop on Grand Street @ Communipaw Avenue, all times
Designate an eastbound, near-side bus stop on Grand Street @ Garfield Avenue, all times

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

The bus stop at Grand Street & Garfield Avenue was created temporarily during construction at the Junction. NJ Transit drivers find this stop is safer to use and prefer it to legal stop on Grand Street @ Communipaw Avenue.

5. Anticipated benefits to the community:

Establish bus stops that will better serve the riders of NJ Transit buses at the Junction.

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 contribute

No cost to the City. NJ Transit already removed the signs on Grand Street @ Communipaw Avenue and installed the bus stop signs on Grand Street @ Garfield Avenue

7. Date proposed program, or project will commence:

Upon adoption by the Municipal Council

8. Anticipated completion date:

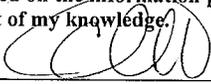
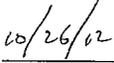
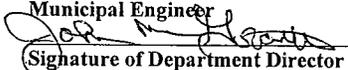
Twenty Days after adoption by the Jersey City Municipal Council

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

Monte Zucker, Division of Engineering, Traffic and Transportation, ex. 4470

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	_____ Date
	_____ Date

55

STATE

BUS PARK'G.

2063

WESTERVELT PL.

2062

LAFAYETTE PRESBYN CHURCH

GRAND

IVY PL.

2061

DESIGNATE

SCALE REP.

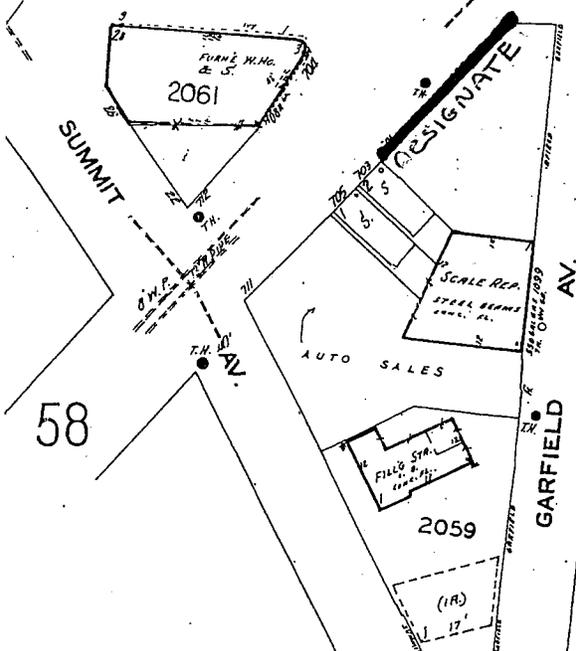
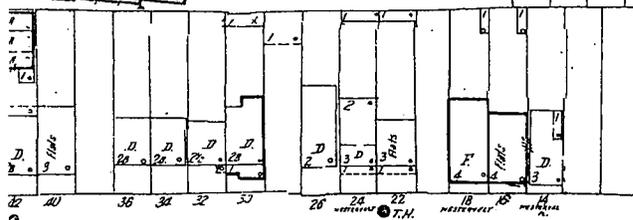
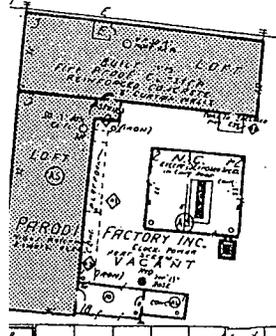
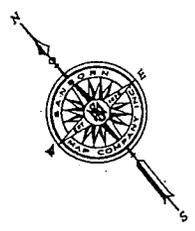
AUTO SALES

2059

GARFIELD AV.

58

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M
8



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

City Clerk File No. Res. 12-817

Agenda No. 10.X

Approved: NOV 28 2012

TITLE:



RESOLUTION DECLARING SCHTILLER AND PLEVY, INC., IN DEFAULT OF ITS CONTRACT WITH THE CITY OF JERSEY CITY FOR THE VAN WAGENEN APPLE TREE HOUSE, PHASE II PROJECT NO. 2007-027, AND AUTHORIZING THE EXECUTION OF A TAKEOVER AGREEMENT WITH LIBERTY MUTUAL INSURANCE COMPANY

**COUNCIL
THE FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION OF

WHEREAS, on August 31, 2009, the City of Jersey City (City) awarded a contract in the amount of \$1,336,885.00 to Schtiller & Plevy, Inc. (Schtiller) for Project No. 2007-027, Van Wagenen-Apple Tree House Restoration, Phase II -Interior Restoration (Project); and

WHEREAS, this Project involves the restoration of the interior of the Van Wagenen Apple Tree House; and

WHEREAS, the official start date for the project was August 31, 2009; and

WHEREAS, the contract was based upon a fourteen (14) month construction schedule and established a completion date of October 29, 2010; and

WHEREAS, due to subsequent unforeseen circumstances involving work change orders as well as harsh weather conditions, the City granted an extension to Schtiller establishing the new completion date of September 6, 2011; and

WHEREAS, Schtiller began performing the Project work on October 5, 2009; and

WHEREAS, on July 18, 2012, Schtiller abandoned the Project without fully completing the Project; and

WHEREAS, the City's Division of Architecture (Division) contacted Schtiller to report to the work site but received no response from Schtiller; and

WHEREAS, Schtiller did not act to complete the unfinished Project work; and

WHEREAS, the City's Chief Architect's description of the unperformed work and a summary of his attempts to have Schtiller complete the work are described in the certification attached hereto; and

WHEREAS, on August 2, 2012, the Division received a copy of a bankruptcy petition filed by Schtiller, on July 26, 2012; and

WHEREAS, the bankruptcy proceeding operates as an "automatic stay" prohibiting various actions from being taken against Schtiller; and

WHEREAS, Liberty Mutual Insurance Company (Liberty) is the surety company that provided the performance and payment bond for the Project; and

WHEREAS, the City has notified Liberty that Schtiller abandoned the Project; and

WHEREAS, Liberty has agreed to take over the Project and have a contractor complete Phase II, provided that the City terminates its contract with Schtiller and executes a Take Over Agreement to allow Liberty to undertake the completion of the Project in accordance with the terms of the performance bond; and

TITLE:

RESOLUTION DECLARING SCHTILLER AND PLEVY, INC. IN DEFAULT OF ITS CONTRACT WITH THE CITY OF JERSEY CITY FOR THE VAN WAGENEN APPLE TREE HOUSE, PHASE II PROJECT NO. 2007-027, AND AUTHORIZING THE EXECUTION OF A TAKEOVER AGREEMENT WITH LIBERTY MUTUAL INSURANCE COMPANY

WHEREAS, pursuant to Section GC-41 of the contract, the City has the right to declare Schtiller in default and terminate the contract, however because Schtiller has filed for bankruptcy, the City must first seek relief from the bankruptcy stay before terminating its contract with Schtiller; and

WHEREAS, the City's right to terminate the contract with Schtiller shall be contingent upon the bankruptcy court's order granting said relief to the City; and

WHEREAS, funds to pay the contract balance for the project in the sum of \$185,024.09, are available in Account Numbers: 02-213-40-606-314; 02-213-40-875-314; 04-215-55-838-990; 04-215-55-210-990; and 04-215-55-838-990, by the adoption of Resolution 09-585, on July 15, 2009, which encumbered the funds.

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

- 1) the above recitals are incorporated herein by reference.
- 2) subject to the bankruptcy court's order granting the City relief from the automatic stay, the Business Administrator is authorized to: a) declare Schtiller & Plevy, Inc. to be in default of the contract with the City because Schtiller abandoned the work site and failed to complete the project within the prescribed period, pursuant to Section GC-41 (b)(f)(g) of the contract; and b) terminate its contract with Schtiller & Plevy, Inc. for the herein stated reasons.
- 3) the appropriate City officials are authorized pursuant to Section GC-41 to take such other actions as may be deemed necessary or appropriate to complete the project as quickly as possible.
- 4) subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Take Over Agreement with Liberty Mutual Insurance Company, substantially in the form attached hereto and any other documents appropriate or necessary to effectuate the purposes of the within resolution.

IW/he
11-20-12

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											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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 ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

Date: August 8, 2012; Revised November 20, 2012
To: Peter Brennan, Council President and Members of the Jersey City Municipal Council
From: Brian Weller, LLA, ASLA, Director, Division of Architecture 
Subject: **Van Wagenen Apple Tree House - Phase II
Interior Restoration**

Project No. 2007-027

The Jersey City Municipal Council awarded a construction contract in the amount of \$1,336,885.00 to Schtiller & Plevy, Inc., (Schtiller) on July 15, 2009 for the interior restoration of the Van Wagenen Apple Tree House, Phase II, Project No. 2007-027. During the Pre-construction meeting an official start date for this project was established as August 31, 2009. Schtiller commenced work on October 5, 2009. The contract allowed for four hundred twenty-five (425) consecutive calendar days (approximately 14 months) to complete the work, making the completion date October 29, 2010. Because of subsequent unforeseen conditions, additional work and changes in usage as well as harsh weather conditions, an extension of approximately 300-days was granted to Schtiller establishing the new completion date of September 6, 2011. As of today's date, the Project is uncomplete.

On September 12, 2011, the Division of Architecture (Division) notified Liberty Mutual Surety Co. (Liberty Mutual), the contractor's bonding company of the delays in contract and possible default of contractor as per GC-41 of the contract. On December 5, 2011, the Division met with Jami Raderman and Larry Plevy, owners of Schtiller, along with HMR Architects to discuss the delays, liquidated damages and project completion. Schtiller stated that they were committed to completing the project.

Shortly after the December 5, 2011 meeting, Schtiller was on site daily, working diligently. Sub-contractors were on site throughout this time period, although at times intermittently. On July 18, 2012, Schtiller did not report to the work site, therefore, the City's Division attempted to contact Schtiller's Project Supervisor via telephone. Schtiller did not respond. The Division made subsequent attempts to reach Schtiller via telephone on July 19th, for which they never received a return call. On July 20, 2012, the Division was advised that all of Schtiller's employees were laid off from the company. On August 2, 2012, the Division received a copy of a bankruptcy petition filed by Schtiller.

According to the Payment Application, the project is currently 91% complete. Work remaining to complete the project is primarily finish work; final plumbing, electric, fire protection sprinklers, painting, floor finishing, carpet installation, kitchen cabinets, 2nd floor and basement railings. For this reason and in accordance with general condition GC-41 of the contract documents, and the contract agreement between the City and Schtiller, the Division is recommending that the Municipal Council declare Schtiller to be in default for violating material provisions of the contract, in particular, they abandoned the work site, failed to complete the work within the prescribed period and the Contractor is adjudged bankrupt, as outlined in GC-41. Therefore, the City's contract with Schtiller should be terminated.

I certify that the above statements are true and accurate to the best of my knowledge.



Brian Weller, Director
Director, Division of Architecture

TAKEOVER AGREEMENT

Surety: Liberty Mutual Insurance Company
Principal: Schtiller & Plevy, Inc.
Obligees: City of Jersey City
Bond No.: 019030739
Project: Apple Tree House – Phase 2 – Interior Restoration
Project No.: 2007-027

THIS AGREEMENT made this ____ day of _____, 2012, between the City of Jersey City (“Owner”) and Liberty Mutual Insurance Company, (“Liberty”)(collectively, the “Parties”).

WHEREAS, on July 20, 2009, Owner and Schtiller & Plevy, Inc. (“Contractor”) entered into a written contract for the provision of construction services (the “Construction Contract”) on the project commonly known as **Apple Tree House -- Phase 2 – Interior Restoration, Project No. 2007-027** (the “Project”);

WHEREAS, in connection with the Construction Contract, Liberty, as Surety, issued a Performance Bond on behalf of Contractor, as principal, and in favor of Owner, the City of Jersey City, as obligee, bearing bond number 019030739 and containing a penal sum in the amount of \$1,336,885.00 (the “Performance Bond”);

WHEREAS, in connection with the Construction Contract, Liberty, as Surety, issued a Payment Bond on behalf of Contractor, as principal, and in favor of Owner, the City of Jersey City, as obligee, bearing bond number 019030739 and containing a penal sum in the amount of \$1,336,885.00 (the “Payment Bond”);

WHEREAS, during the course of completing the Phase 2 work, Owner asked Contractor to complete certain maintenance repairs relating to the exterior restoration work performed by Principal during the Phase 1 project which was completed in September, 2007;

WHEREAS, Contractor was under no obligation to undertake the Phase 1 maintenance work, such work being beyond the applicable warranty period, but did so in exchange for the permanent release of any assessment of liquidated damages on the Phase 2 work;

WHEREAS, Contractor has filed a bankruptcy petition pursuant to Chapter 7 of the bankruptcy code and is unable to complete the Construction Contract;

WHEREAS, the Owner has made a demand on the Performance Bond and the Parties recognize that this Agreement is in furtherance of Liberty’s obligations under the Performance Bond;

WHEREAS, in an effort to mitigate damages, Liberty is willing to undertake the completion of the Construction Contract and the Contractor’s obligations under the Construction Contract in accordance with the terms of the Performance Bond and this Agreement, provided

that it is assured that in so doing, Liberty will receive the entire contract balance and retainage as hereinafter defined subject to the payment provisions of the Construction Contract, Owner reaffirms that it has and will permanently waive any assessment of liquidated damages on the Project to date, and Liberty will preserve all of its rights and defenses under its Bond except as may be specifically modified or waived in this Takeover Agreement.

WHEREAS, Owner acknowledges that Liberty intends to retain consultants and may utilize new and/or pre-existing contractors, laborers, materialmen and/or suppliers, to complete the Contract work, and that Owner acknowledges that said consultants, contractors, laborers, materialmen and/or suppliers shall have access to the Project; and

WHEREAS, the Parties wish to memorialize their agreement.

NOW THEREFORE, in consideration of the promises, and other good and valuable consideration, and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows, intending to be legally bound:

1. **Recitals**. All recitals set forth above are true and correct and are incorporated herein by reference.
2. **Contract Documents**. The Construction Contract is incorporated by reference into this Agreement including its terms and conditions, the plans, the drawings, the specifications, any change orders issued in accordance with the Construction Contract, all approved submittals, and any responses to requests for information.
3. **Scope of Work**. Surety shall be responsible to complete work outlined in the Contract Documents and be bound by the Contract Documents except as modified herein. The remaining work required under the terms of the Contract Documents shall be completed within 4 months, except exterior work (including the Phase 1 Maintenance Work) which shall be completed as promptly as weather permits. This completion date will be reasonably extended if required by the circumstances. The Surety shall perform the remaining work through its own forces or, at its option, through one or more completing contractors which it shall engage. Owner acknowledges that Liberty will arrange for the performance of the remaining work and that Liberty's obligations under this Agreement and the Performance Bond shall be satisfied upon completion of the remaining work required under the terms of the Contract Documents, subject to the penal sum of the Performance Bond. The Owner agrees that upon completion of the remaining work required under the terms of the Contract Documents, the Performance Bond will be returned to Liberty.
4. **Contract Accounting**. Owner agrees, represents and warrants that the total amount of the unpaid balance of the Construction Contract is \$185,024.09 (the "Contract Balance"). Liberty reserves the right to receive and Owner agrees to provide a full accounting of the contract funds expended by the Owner upon Liberty's request. Owner agrees that the Contract Balance is dedicated to and will be applied to the completion of the Project and will be paid directly to Liberty pursuant to this Agreement. Owner agrees, represents

and warrants that this amount is not subject to offsets, back charges, claims, set-offs or other deductions which might result in any decrease to or withholding from this amount prior to the date of this Takeover Agreement. Owner agrees and represents that no liquidated damages will be assessed against the Contract Balance. However, from the date of the Takeover Agreement going forward Owner reserves the right to assess liquidated damages if the project is not completed as per paragraph 3 of this Takeover Agreement. The Surety's remedy against the Owner for breach of these representations and warranties is the reformation of this Agreement to reflect the correct Contract Balance. The Contract Balance increased or decreased by virtue of approved change orders after the date of this Agreement shall be referred to as the "Completion Funds."

5. **Owner's Payment of Contract Balance.** The Owner agrees that the Completion Funds are dedicated to and will be applied to the completion of the Construction Contract pursuant to this Agreement. Owner shall make no further payments to the Contractor. As to future progress payments, the Owner agrees to pay the Completion Funds directly to Liberty as if there had been no default by Contractor, based upon the following:
 - (a) Liberty, by and through its Authorized Representative, shall submit its payment application to Owner in accordance with the Construction Contract;
 - (b) Owner shall evaluate the payment application and pay Liberty the amount due pursuant to the terms of the Construction Contract, except the Owner agrees that it shall not assess, back charge, credit or setoff any delay damages, liquidated damages and/or consequential damages or any other type of damages, accruing prior to the date of this Agreement.
 - (c) Payment of the Completion Funds shall not be withheld due to any disputes between Contractor and Owner under the Contract; and
 - (d) Because Liberty's Payment Bond shall continue in force and effect, the Owner will not withhold any funds due to notices of non-payment, liens, claims, or suits against the Owner by persons seeking payment for labor, services or materials.
6. **Liberty's use of Contract Balances.** Any and all payments received by Liberty under this Agreement will be utilized at Liberty's sole and absolute discretion to pay for the costs associated with the completion of the Scope of Work, to satisfy any valid Payment Bond claims and to defray Liberty's losses and expenses in connection with satisfying any obligations under the Payment Bond and Performance Bond, or for any other purposes deemed appropriate by Liberty.
7. **Insurance.** Surety will satisfy the required insurance obligation under the Contract Documents by providing evidence of the required insurance coverage carried by the completion contractor. Owner will be named as an additional insured under the completion contractor's policies.

8. **Credit for Deficiencies Funded by Liberty.** Liberty may spend its own funds as may be necessary from time to time to pay for the completion of the Scope of Work up to the penal sum of its Performance Bond. In the event that the Contact Balance is insufficient to cover the costs incurred by Liberty to complete the Scope of Work, payments made by Liberty from its own funds shall be credited against the penal sum of the Performance Bond on a dollar-for-dollar basis.

9. **Penal Sum Limitation of Performance Bond.** The Performance Bond shall remain in full force and effect, all rights and defenses thereunder of the Parties being specifically reserved, except as modified herein. Without limiting the foregoing, Owner acknowledges that Liberty's total liability in performing the Scope of Work under this Agreement is strictly limited to, and shall not under any circumstances exceed, the penal sum of the Performance Bond. Owner acknowledges that Liberty, by its execution of this Agreement, is acting in its capacity as surety for Contractor in making arrangements for the performance and completion of the Project, and not as a completing contractor, and that Liberty is not assuming any obligations or liabilities beyond those set forth in the Performance Bond. The Owner acknowledges and agrees that Liberty, by entering into this Takeover Agreement, does not abandon, waive, or alter its status as surety. Nothing in this Agreement constitutes a waiver of the penal sum of the Performance Bond or an increase in the liability of Liberty under the Performance Bond. Once the Completion Funds are exhausted, Liberty shall be entitled to a dollar for dollar reduction from the penal sum of the Performance Bond for payments made by Liberty to complete the Scope of Work under this Agreement, including the correction of defective work of the Contractor. In the event that the penal sum of Liberty's Performance Bond is expended pursuant to the credits described above, the Owner agrees that Liberty shall have no further liability or obligation under the Performance Bond, nor with respect to any performance obligations assumed under this Agreement, and the Performance Bond will be returned to Liberty. The Owner agrees that Owner shall be obligated to complete the Construction Contract at such time as the penal sum has been expended. Upon request, Liberty will provide the Owner with an accounting to verify that the Penal Sum was expended.

10. **Satisfaction of the Bonded Obligation.** The terms of this Agreement contemplate, provide for and resolve whatever claims the Parties may have against one another, whether based on the Construction Contract, the Performance Bond or the common law, existing as of the date of this Agreement, whether known or unknown. Upon completion of the Remaining Work or the expenditure by Liberty of the Performance Bond's penal amount whichever comes first, the Parties expressly release, acquit and forever discharge one another and their successors and assigns from any and all claims, rights, debts, duties, obligations, demands, liabilities and causes of action of whatsoever kind or nature, known or unknown, arising out of or in any way related to the Project, the Construction Contract and/or the Performance Bond, existing as of the date of the Agreement.

11. **Reaffirmation of Payment Bond.** The Payment Bond shall remain in full force and effect in accordance with its terms and provisions. The total liability of Liberty under the Payment Bond is limited to and shall not exceed the penal sum of the Payment Bond. All Payment Bond payments properly made by Liberty shall be credited against the penal sum of the Payment Bond on a dollar-for-dollar basis. Nothing in this Agreement constitutes a waiver of such penal sum or an increase in the liability of Liberty under the Payment Bond.
12. **Reservation of Claims for Unasserted Change Orders.** Liberty and Owner hereby expressly enter into this Agreement with the understanding that Liberty may have additional, unasserted change orders for work performed to date by Contractor. Nothing herein shall preclude Liberty from presenting such additional change orders to the Owner for consideration and payment provided such claims or change orders have not been waived or released by the Contractor, and the Owner hereby agrees to consider such additional change orders in accordance with the terms and conditions of the Construction Contract Documents. Notwithstanding the above, Liberty shall not raise any claims that Contractor has waived or released prior to the date of this Agreement.
13. **Changes To the Scope of Work.** The Owner acknowledges that Liberty is undertaking completion of the remaining work as it exists as of the date of the Agreement. Liberty will accept the performance of Owner-directed changes, only to the extent the Owner-directed changes are necessary to: (1) correct errors, omissions, or deficiencies in the plans or specifications for the work; or (2) rectify any condition resulting from the Contractor's or Completion Contractor's defective or deficient Work; or, (3) address any undisclosed or unknown conditions at the Project that are discovered during performance of the Remaining Work, or (4) reduce the scope of the Remaining Work. Liberty will not be obligated to accept "forced work" changes that add additional work items to the Scope of Work except as provided in 1 through 4 above. Nothing in this paragraph shall prohibit the Owner from approving, and Liberty from performing, change orders that had been requested by the Contractor as of the date of the Contractor's default, or changes that may be requested in the future by Liberty.
14. **Reservation of Rights.** The completion of the Scope of Work or the expenditure by the Surety of the penal amount of the Performance Bond, whichever comes first, shall satisfy the Surety's performance obligations under the Construction Contract, the Performance Bond and this Agreement. The Owner agrees that upon completion of the Scope of Work, the original Performance Bond will be returned to the Surety.
15. **Authorized Representative of Liberty.** Liberty shall be represented at the Project by Beacon Consulting Group, Inc. (the "Authorized Representative") who shall have the right to act on Liberty's behalf of the purposes set forth in this paragraph. The Authorized Representative will represent Liberty as liaison with the Owner and any completion contractors on day-to-day construction issues with respect to the Project. Payments from the Owner shall be made payable to Liberty and transmitted to Liberty at the following address unless and until the Owner is provided written notice of any different addresses:

Dennis Pisarcik
Liberty Mutual Insurance Company
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462

The Authorized Representative has no authority to negotiate deductive Change Orders, credits, backcharges or net deductions from the Construction Contract or the Contract Balance of any nature whatsoever without Liberty's prior written approval. Any agreements with respect to the warranty work of Contractor or corrective work as a result of latent defect in the work performed by Contractor shall require the written approval of Liberty.

16. **Claims Under the Construction Contract.** Any completion contractor engaged by Liberty shall have the right to prepare and present any claims against the Owner under the Construction Contract Documents. Such claims shall be deemed to have been submitted by Liberty and Liberty shall not be required to provide duplicate notices or claims in its own name. Any completion contractor's right to prepare and present claims or notices shall not be deemed to waive or eliminate Liberty's right to prepare and present claims or notices if it chooses to do so.
17. **Assignment of Subcontracts and Use of Existing Equipment.** Insofar as the Owner has any right, title or interest in or to any subcontract, purchase order, contract, materials, or inventory furnished or supplied to the Contractor for the Construction Contract or the Project, however derived, the Owner irrevocably assigns all such right, title or interest to the Surety and/or agrees that the Surety and/or its chosen completing contractors shall have the right to utilize the same without charge. To the extent the Owner has any right, title or interest in existing equipment, Owner agrees that Liberty and/or its completion contractors, shall have the right to use, without charge, any of the equipment furnished or supplied by Contractor and/or any of Contractor's materialmen or suppliers. Owner shall act reasonably and cooperate with Liberty to the extent it is necessary to obtain the equipment, subcontracts, purchase orders, contracts, materials and other appurtenances as may be required to complete the Scope of Work.
18. **No Admission of Liability.** This Agreement does not constitute an admission of liability on the part of either of the Parties.
19. **No Third-Party Benefits.** This Agreement is solely for the benefit of the Owner and Liberty. The Owner and Liberty do not intend by any provision of this Agreement to create any third-party beneficiaries, nor to confer any benefit upon or enforceable rights under this Agreement, or otherwise, upon anyone other than the Owner and Liberty. Specifically, the Owner and Liberty acknowledge that nothing in this Agreement shall extend or increase the rights to any third-party claimants or the liabilities or obligations of Liberty under the Bonds.

20. **Integrated Agreement.** This Agreement constitutes the whole of the understanding and agreement by and between the Owner and Liberty. The terms and provisions of this Agreement are contractual and not mere recitals. The Owner and Liberty acknowledge that there have been no oral, written or other agreements of any kind as a condition precedent to or to induce the execution and delivery of this Agreement. Any written or oral discussions conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement and shall have been deemed to have merged into the Agreement. In the case of any conflict between the provisions of this Takeover Agreement and the Construction Contract, this Takeover Agreement shall control.
21. **Modifications to and Interpretation of Agreement.** This Agreement may not be modified unless in writing and executed by the Parties hereto. The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the Parties,
22. **Construction of Agreement.** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
23. **Cooperation.** The Parties agree to execute all such further instruments, and to take all such further actions as may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement and the transactions contemplated herein.
24. **Survival of Representations.** All covenants, warranties and representations contained in this Agreement, and all documents to be delivered by the Parties in connection with the consummation of the transaction contemplated herein, shall survive the consummation of said transaction.
25. **Notices.** All notices given under any of the provisions of this Agreement shall be deemed to have been duly given by Owner if sent via U.S. Mail and email transmission to:

Owner:
Brian Weller
City of Jersey City
Division of Architecture
575 Route 440
Jersey City, NJ 07305

With a copy to:
Itza Wilson
Jersey City Law Department
280 Grove Street
Jersey City, NJ 07302

and shall be deemed to have been duly given by Liberty if sent via U.S. Mail and facsimile to:

Liberty:
Dennis Pisarcik
Liberty Mutual Insurance Company
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462

With a copy to:
Patrick R. Kingsley, Esquire
Stradley Ronon Stevens & Young, LLP
Suite 2600
2005 Market Street
Philadelphia, PA 19103

And a copy to:

Dennis O'Neill
Beacon Consulting Group, Inc.
255 West 36th Street, 2nd Floor
New York, NY 10018

or at such other address as each of the foregoing may designate in writing by registered or certified mail to the other.

26. **Applicable Law and Venue.** The parties hereto acknowledge and agree that this Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of New Jersey. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of a court of competent jurisdiction in New Jersey. If it becomes necessary for either of the Parties hereto to apply to a court of competent jurisdiction for the enforcement of this Agreement, each Party shall be responsible for its own costs and expenses.
27. **Assignment of Agreement.** No party to this Agreement shall assign or transfer in any way whatsoever the rights of that party hereunder, without the written consent of the other party.
28. **Assignment of Rights.** To the extent Liberty makes any payments under this Agreement and/or the Performance Bond and Payment Bond, the Owner assigns all of its rights and remedies against Contractor to the extent of such payments, to Liberty.
29. **Binding Effect.** This Agreement shall be binding upon the parties and their respective successors and assigns.
30. **Reservation.** Except as herein provided, neither the owner nor surety shall waive any rights, claims, defenses or arguments by virtue of entering into this Takeover Agreement.
31. **Illegality or Invalidity.** In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. Each party hereto acknowledges that good and

sufficient consideration has been given by the other for this Agreement, and no provision of this Agreement may be deemed invalid for lack of consideration.

30. **Counterpart.** This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals to this Agreement the day and year first set forth above, and the individuals who execute this Agreement personally represent and warrant that they have full authority to execute this Agreement on behalf of the respective Parties.

**LIBERTY MUTUAL
INSURANCE COMPANY**

CITY OF JERSEY CITY

By: _____
Name: Dennis Pisarcik
Title: Senior Surety Specialist

By: _____
Print: _____
Title: Business Administrator

Reviewed by:

By: _____
Print: _____
Title: Director of Purchasing

Approved as to legal form by:

By: _____
Name: Itza Wilson
Title: Assistant Corporate Counsel

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

City Clerk File No. Res. 12-818

Agenda No. 10.Y

Approved: NOV 28 2012

TITLE: **AMENDING RESOLUTION TO 12-194;
AN AGREEMENT WITH TELECOM INTEGRITY GROUP**



COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, additional monies are necessary to fund the monthly charges for telecommunications billing audit services provided by **TELECOM INTEGRITY GROUP**; and

WHEREAS, **TELECOM INTEGRITY GROUP**, the original contractor, has agreed to deliver the required services in accordance with its original contract and according to the specifications of the IT Division; and

WHEREAS, the additional amount necessary is \$32,000.00, bringing the total contract amount to \$80,000.00 and satisfying the City's financial obligations to **TELECOM INTEGRITY GROUP**.

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

1. The Mayor and/or Business Administrator be authorized to amend the contract with **TELECOM INTEGRITY GROUP** increasing the dollar amount by \$32,000.00 to a contract total of \$80,000.00
2. A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City, within ten (10) days of passage of this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-31-435-314** for payment of the above Resolution.

Administration Department
Account No. : **01-201-31-435-314** P.O. # **105504** Amt. **\$80,000.00**

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
City Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON			11.28.12				COUNCILPERSON				
AYE	NAY	N.V.	AYE	NAY	N.V.	AYE	NAY	N.V.	AYE	NAY	N.V.
✓			GAUGHAN	✓			LAVARRO	✓			
✓			FULOP	✓			RICHARDSON	✓			
✓			COLEMAN	✓			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 :

**AMENDING RESOLUTION TO 12-194;
AN AGREEMENT WITH TELECOM INTEGRITY GROUP**

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:

INCREASE FUNDS BEING PAID TO THIS VENDOR FOR TELECOMMUNICATIONS BILLING AUDIT SERVICES. COMMISSIONS DUE TO VENDOR FOR FINDING SAVINGS IN CITY TELEPHONE BILLING.

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

INSURE THAT CITY IS BEING BILLED ACCURATELY FOR TELECOMMUNICATIONS CHARGES.

5. Anticipated Benefits to the Community:

SAVINGS FOR THE TAXPAYER.

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.) :

INCREASE ORIGINAL PURCHASE ORDER BY \$32,000 (\$48,000 TO \$80,000)

7. Date Proposed Program or Project will Commence:

NOVEMBER 28, 2012

8. Anticipated Completion Date:

DECEMBER 31, 2012

9. Person Responsible for Coordinating Proposed Program/Project :

ROBERT MAGRO, IT DIRECTOR

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	JOHNSON, KURT
Trade Name:	TELECOM INTEGRITY GROUP
Address:	1250 RT.28 SUITE-305 BRANCHBURG, NJ 08876
Certificate Number:	0767008
Effective Date:	October 11, 2000
Date of Issuance:	November 19, 2012

For Office Use Only:
20121119150506704

0-105504

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

City Clerk File No. Res. 12-194

Agenda No. 10.Z.17

Approved: MAR 14 2012



TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH TELECOM INTEGRITY GROUP AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for telecommunications consulting services involving telephone bill auditing, telephone service contract negotiation, arbitration of telephone billing disputes as well as other services; and

WHEREAS, **TELECOM INTEGRITY GROUP** has agreed to provide the goods and services specified as necessary by the Division of Information Technology; and

WHEREAS, the anticipated funding required is Four Thousand (\$4,000.00) Dollars per month Forty Eight Thousand (\$48,000.00) Dollars per year of which Twelve Thousand Five Hundred (\$12,500.00) Dollars will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 4QA:4-1 et seq.

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

WHEREAS, funds in the amount of \$12,500.00 are available in Acct. No. 1-201-31-435-314; and

WHEREAS, the Director of the Division of Information Technology has certified that these services qualify as an Extraordinary Unspecifiable Service (EUS) under the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.; and

WHEREAS, **TELECOM INTEGRITY GROUP** has completed and submitted a Business Entity Disclosure Certification which certifies that **TELECOM INTEGRITY GROUP** 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 **TELECOM INTEGRITY GROUP** from making any reportable contributions during the term of the contract; and

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

WHEREAS, **TELECOM INTEGRITY GROUP** has submitted it's Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008.

**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT
WITH TELECOM INTEGRITY GROUP AS AN
EXTRAORDINARY UNSPECIFIABLE SERVICE:**

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that a contract in the amount of \$48,000 is awarded to **TELECOM INTEGRITY GROUP** to provide the City of Jersey City with various telecommunications consulting services and subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached; and

BE IT FURTHER RESOLVED, that the term of the contract shall be one year effective as of January 1, 2012;

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

BE IT FURTHER 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.

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

BE IT FURTHER RESOLVED, this contract 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.; and

TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH TELECOM INTEGRITY GROUP AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

BE IT FURTHER RESOLVED, that the resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Determination of Value Certification and the Certification of Compliance with the City's Contractor Pay-To-Play Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2012 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2012 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: 01-201-310-435-314 for payment of the above Resolution.

Requisition No. 0156809

Purchase Order No. 105504

EEO/AA Review GW 3/6/12

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/14/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

To: Robert Magro, IT Director
From: Kurt Johnson, Telecom Integrity Group (TIG)

Regarding: Telecom Integrity Group Consulting Services Renewal Proposal to The City of Jersey City

General terms of the renewal are below:

Cost:

- Monthly fee: \$4,000

Deliverables:

- Retrieve and review carrier invoices
- Review and update inventory of lines and circuits
- Analyze, generate and provide "check requests" to assist with invoice payment
- Analyze, generate, and provide Monthly Reports of telecom spend
- Field and resolve telecom billing related questions
- Track and report MAC (moves, adds, changes)
- Ensure disconnect processed and completed in billing
- Identify and resolve billing disputes (contingency fee at 14%)
- Contract and carrier negotiations
- Monthly on-site meetings (suggest twice per month, if acceptable)
- Will accommodate needs, changes, modifications as they arises

Telecom Integrity Group (TIG)

Kurt Johnson 908 231-1980

Renewal

**For Telecom Invoice Processing, Audit and Consulting
Service**

To

The City of Jersey City

December 8, 2011

12/8/11

To: Robert Magro, IT Director

From: Kurt Johnson, Telecom Integrity Group (TIG)

Regarding: Telecom Integrity Group Consulting Services Renewal Proposal to The City of Jersey City

As we have discussed, TIG would like your approval to renew our Consulting Services contract, currently under purchase order # 103318 for fiscal year 2012 (1/1/12 thru 12/31/12). General terms of the renewal are below:

Cost:

- Monthly fee: \$4,000
- Term of Contract: 12 months, annual renewal available

Start Date:

- January 1, 2012

Deliverables:

(Same as currently provided)

- Retrieve and review carrier invoices
- Review and update inventory of lines and circuits
- Analyze, generate and provide "check requests" to assist with invoice payment
- Analyze, generate, and provide Monthly Reports of telecom spend
- Field and resolve telecom billing related questions
- Track and report MAC (moves, adds, changes)
- Ensure disconnect processed and completed in billing
- Identify and resolve billing disputes (contingency fee at 20%)
- Contract and carrier negotiations
- Monthly on-site meetings (additional at customer discretion)
- Will accommodate needs, changes, modifications as they arises

Results:

- To date, TIG has recovered **refunds of \$413,851.71**
- To date, TIG has secured **monthly reductions of \$60,358.50** which equates to **\$724,302 annual savings.**
- Additional monthly savings of over \$17,000 pending.
- Attached is TIG Claims report detailing all results to date since initial audit contract.

TIG Claims Report		City of Jersey City										
TIG ID#	Date Submit	Vendor : Acct #	Description	Comments	Invoice Date Validated	Estimated Monthly Savings	Estimated Refund Amount	Actual Monthly Savings	Actual Refund Amount	Invoice Date	Invoice Amount	Date Paid
8110	1/9/09	Vz: 201 V06-3579	Frame Relay circuits priced in error	NSPE0002354155 Approved, credit in process with legal, awaiting settlement agreement	12/1/09	\$ 2,650.81	\$	\$ 2,650.81	\$ 207,145.67	1/13/10	\$ 29,000.39	
8111	1/9/09	Vz: 201 V07-2882	Frame Relay circuits priced in error	NSPE0002354155 Approved, credit in process with legal, awaiting settlement agreement	12/1/09	\$ 1,388.00	\$	\$ 1,388.00	\$ -	1/13/10	\$ -	
8032	12/17/08	Vz: 201-547-4500	Centrex line rates incorrect	requested breakdown of calculation- NSPE0002330498. Approved, awaiting settlement agreement	12/1/09	\$ -	\$	\$ -	\$ -	1/13/10	\$ -	
8109	1/9/09	Vz: 201 V07-2489	Frame Relay circuits priced in error	NSPE0002354155 Approved, credit in process with legal	12/1/09	\$ 1,248.90	\$	\$ 1,248.90	\$ -	1/13/10	\$ -	
8108	1/9/09	Vz: 201 547-5000	Special Rate Authorization billed in error. Was to end 9/30/06.	NSPE0002333850. approved and applied	3/11/09	\$ 845.81	\$	\$ 845.81	\$ 21,596.35	1/13/10	\$ 3,023.49	
8032	12/17/08	Vz: 201-547-5000	Centrex line rates incorrect	requested breakdown of calculation- NSPE0002330498. Approved, awaiting settlement agreement	12/1/09	\$ -	\$	\$ -	\$ -	1/13/10	\$ -	
8096-3	12/31/08	Vz: 201 V07-3298	delay on disconnect	approved, applied to 7/1/09 invoice	7/1/09	\$ -	\$	\$ -	\$ 2,093.36	1/13/10	\$ 293.07	
8095-3	12/31/08	Vz: 201 547-5000	Physical Inventory, Line # 201 947-4758, degrading USOC 9ZR billed in error. 1/24/08 to current	credit approved and validated	2/11/09	\$ 17.00	\$	\$ 17.00	\$ 238.69	1/13/10	\$ 33.42	
8095-2	12/31/08	Vz: 201 547-5000	Physical Inventory, Line # 201 200-1937 8/3/07 to current	credit approved and validated	2/11/09	\$ 7.00	\$	\$ 7.00	\$ 7.97	1/13/10	\$ 1.12	
9951	12/16/08	Vz: 201 547-5000	Add Corporate Rewards Discount plan (usage)	negotiated an signed 4/27/09, implementation completed and validated	9/11/09	\$ 5,780.98	\$	\$ 5,780.98	\$ -	1/13/10	\$ 9,712.05	
8096	12/31/08	Vz: 201 V07-3298	8 Erie. Physical Inventory non working circuits (DHSA's)	dispute in process-NSPE0002341068 Disconnected circuit ID DHSA 103876	3/1/09	\$ 712.08	\$	\$ 712.08	\$ -	1/13/10	\$ 1,196.29	
8096-2	12/31/08	Vz: 201 V07-3298	8 Erie. Physical Inventory non working circuits (DHSA's)	dispute in process-NSPE0002341068 Disconnected circuit ID DHSA 386084	7/1/09	\$ 598.10	\$	\$ 598.10	\$ -	1/13/10	\$ 1,004.81	
8102	12/31/08	Vz: 201 209-2046	questioning DID trunk connection charges	DID trunk package implemented	3/10/09	\$ -	\$	\$ 1,392.62	\$ -	1/13/10	\$ 2,339.60	
9948	4/27/09	Vz: 201 547-5000	Omitted CR Discounts (May & June)	complete	9/11/09				\$ 11,098.87	1/13/10	\$ 1,553.84	
9949	4/27/09	Vz: 201 547-5000	Omitted CR Discounts (July)	complete	9/11/09				\$ 921.94	1/13/10	\$ 129.07	
9950	12/16/08	Vz: 201 547-5000	Corp Rewards ALD	complete	10/11/09	\$ 1,330.00	\$	\$ 1,330.00	\$ -	1/13/10	\$ 2,234.40	
9953	1/7/10	Vz: Y2617770	other agencies billing on IT invoice	complete	12/10/09	\$ 2,500.00	\$	\$ 2,500.00	\$ 10,762.78	1/13/10	\$ 1,506.79	
10151	4/7/10	multiple	port lines to Granite (approx 300)	complete, savings validated. TIG decided to not invoice		\$ 1,200.00	\$	\$ 1,200.00	\$ -	n/a	n/a	n/a

TIG ID#	Date Submit	Vendor : Acct #	Description	Comments	Invoice Date Validated	Estimated Monthly Savings	Estimated Refund Amount	Actual Monthly Savings	Actual Refund Amount	Invoice Date	Invoice Amount	Date Paid
10520	11/1/10	Verizon: multiple	Frame Relay pricing incorrect per contract	complete	4/1/11			\$ 11,000.00	\$ 100,592.64	4/1/11	\$ 14,082.97	5/2/11
10521	11/1/10	Vz: 201 V06-3580	Frame Relay circuit not removed from billing	TIG: circuit disconnected, and credit approved back to July 2007. Should reflect in next month or two on invoice (NSPE0003983008)	1/1/11			\$ 850.00	\$ 33,712.50	1/21/11	\$ 4,719.75	3/25/11
10522	11/24/10	Verizon: 201 V07-2489	Disconnect Frame Relay circuit not in use	Circuit ID's: QEDO/211055/NJ, QEDO/946440/NJ, and QKXQ/005968/NJ	2/1/11			\$ 1,024.00	\$ -	2/16/11	\$ 1,720.32	3/25/11
10522-2	11/24/10	Verizon: 201 V07-2862	Disconnect Frame Relay circuits not in use	Circuit ID 10/QGXQ/101706/NW	1/1/11			\$ 659.00	\$ -	1/21/11	\$ 1,107.12	3/25/11
n/a	11/1/10	Verizon: multiple	12 Month Frame Relay contract renewal	Customer Initiative: signed (savings over mth of approx \$5,000)				\$ 5,000.00	\$ -	n/a	n/a	n/a
n/a	11/1/10	Verizon: multiple	12 Month Centrex contract renewal	Customer Initiative: signed (savings over mth of approx \$5,000) Awaiting revision from Verizon team				\$ 5,000.00	\$ -	n/a	n/a	n/a
10523	11/1/10	Verizon: multiple	Replace available PRI's with Paetec	awaiting VOIP system integration, mid 2011 (ctix intercom concern) IT and Public Safley have agreed		\$ 8,189.00	\$ -					
10524	11/1/10	Verizon: multiple	replace available Point to Point T-1s with Paetec	circuits installed, awaiting okay to disconnect Vz circuits form John Tkaczyk	3/11/12			\$ 2,313.64	\$ -	4/2/12	\$ 5,552.74	5/25/12
10524-2	11/1/10	Verizon: multiple	replace available Point to Point T-1s with Paetec	circuits installed, awaiting okay to disconnect Vz circuits form John Tkaczyk (remainder of circuits)		\$ 949.00	\$ -					
n/a		multiple	Replace long distance carrier	Customer Initiative: complete				\$ 1,200.00	\$ -	n/a	n/a	n/a
10526	10/1/09	Verizon: multiple	Verizon installation charges in correct	approved and applied to invoices (TIG No Change)				\$ -	\$ 700.00	n/a	n/a	n/a
n/a		Verizon: multiple	Convert Centrex lines to DID's	Customer Initiative: average savings of \$20 per lines, approximately 300 lines ported to date				\$ 6,000.00	\$ -	n/a	n/a	n/a
10918	7/25/11	Vz: 201 547-5000	incorrect PIC change charge (\$22 per line, 317 lines)	complete	10/11/11			\$ 6,102.00	\$ 6,102.00	11/1/11	\$ 854.28	
10926	7/28/11	Xiel: 10000014399	incorrect PICC and Admin charges	complete	9/22/11			\$ 1,664.25	\$ 16,690.99	11/1/11	\$ 2,336.74	
10927	7/28/11	Xiel: 10000014399	incorrect PICC and Admin charges	complete	10/22/11			\$ 2,187.95	\$ 2,187.95	11/1/11	\$ 306.31	
11039	10/27/11	Vz: 201 217-6329	incorrect service order charge for PADA contract renewal	pending		\$ -	\$ 722.00					
11266	11/28/11	Paetec: 4569936	tax exemptions	complete	2/11/12			\$ 312.80	\$ 1,251.18	4/2/12	\$ 250.24	5/25/12
11371	6/15/12	Vz: 201 418-9401 & 201 V07-3630	disconnect DID Trunks and Outbound Trunks (1 Journal Sq)	complete	10/1/12			\$ 1,400.52	\$ -	10/10/12	\$ 3,361.25	
11372	6/15/12	Granite: 02176045	disconnect POTS (1 Journal Sq)	complete	10/1/12			\$ 402.84	\$ -	10/10/12	\$ 966.82	
11342	6/15/12	VZ 201-V71-3451	disconnect 6 unused OutWATS	complete	10/1/12			\$ 120.00	\$ -	10/10/12	\$ 288.00	

TIG ID#	Date Submit	Vendor : Acct #	Description	Comments	Invoice Date Validated	Estimated Monthly Savings	Estimated Refund Amount	Actual Monthly Savings	Actual Refund Amount	Invoice Date	Invoice Amount	Date Paid
11373	7/12/12	VZ 201 209-2046	overbilling of ND8 USOC (365 Summit Ave)	complete	10/17/12			\$ 191.88	\$ 1,726.88	10/25/12	\$ 345.38	
11377	7/20/12	VZ 201 547-5000	dangling USOCs	complete	10/1/12			\$ 42.68	\$ 853.63	11/9/12	\$ 170.73	
11379	7/23/12	VZ 201 332-5642	add CTX NCM to PRI	MAC activity only				n/a	n/a	n/a	n/a	
11380	7/23/12	VZ 201 547-8338	corr PIC & LPIC to XTEL	MAC activity only				n/a	n/a	n/a	n/a	
11401	8/6/12	VZ 201 V07-0507	disc 7 unused circuits @ 8 Erie St.	complete	10/1/12			\$ 483.50	\$ -	10/10/12	\$ 1,160.40	
11402	8/6/12	VZ 201 369-9201	disc 1 ISDN BRI @ 8 Erie St.	complete	10/1/12			\$ 56.28	\$ -	10/10/12	\$ 135.07	
11403	8/6/12	Granite 02180357	disc 15 unused POTS @ 8 Erie St.	complete, TIG will generate invoice	10/1/12			\$ 313.93	\$ -	10/25/12	\$ 753.43	
11404	8/6/12	Granite 02173506	disc 1 unused POTS @ 8 Erie St.	complete, TIG will generate invoice	10/1/12			\$ 41.57	\$ -	10/25/12	\$ 99.77	
11405	8/6/12	Granite 02173505	disc 1 unused POTS @ 8 Erie St.	complete, TIG will generate invoice	10/1/12			\$ 30.54	\$ -	10/25/12	\$ 73.30	
11728	9/21/12	Vz: 201 V07-2862	Frame Relay pricing error, 1 circuit	complete	11/1/12			\$ 145.63	\$ 3,203.86	11/9/12	\$ 640.77	
11729	9/21/12	Vz: 201 V07-2938	Frame Relay pricing error, 12 circuits	complete	11/1/12			\$ 969.36	\$ 21,939.85	11/9/12	\$ 4,387.97	
11730	9/21/12	Vz: 201 876-8713	remove Verizon Long Distance calling plan	complete, need to validate on November invoice		\$ 48.65	\$ -					
11732	9/24/12	Vz: 201 216-8821	add Corporate Rewards Discount	complete, need to validate on November invoice		\$ 100.00	\$ -					
11733	9/24/12	Vz: 201 200-2656	add Corporate Rewards Discount	complete, need to validate on November invoice		\$ 50.00	\$ -					
11779	6/15/12	Vz: 201 418-9401	late disconnect	Approved, should be on next invoice. (INQ2012080101268)	11/1/12			\$ 788.52	\$ 29,883.62	11/9/12	\$ 5,976.72	
11780	6/15/12	Vz: 201 V07-3630	late disconnect	Approved, should be on next invoice. (INQ2012080101268)	11/1/12			\$ 612.00	\$ 20,307.67	11/9/12	\$ 4,061.53	
11781	06/13/12	Vz:	Radio Tie lines not in use	awaiting direction from John Tkaczyk		\$ 300.00						
11782	10/16/12	Vz & Granite	POTS & Centrex not in use	Colleen reviewing		\$ 720.00						
11783	08/06/12	Vz:	Centrex lines not in use, 8 Erie	Colleen reviewing		\$ 1,600.00						
11784	4/17/12	Vz: 8826011691	erroneous broadband services	approved, should be on Nov invoice (INQ2012100900270)					\$ 2,248.95			
11787	7/12/12	VZ 201 209-2046	late disconnect	Approved, circuits disconnected and credit applied for late disconnect on 10/17/12 invoice	10/17/12			\$ 1,388.00	\$ 5,554.02	10/25/12	\$ 1,666.21	
Totals						\$ 11,956.65	\$ 722.00	\$ 69,972.18	\$ 500,821.37		\$ 107,046.14	

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

City Clerk File No. Res. 12-819

Agenda No. 10.Z

Approved: NOV 28 2012

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA AND DORIA, CERTIFIED PUBLIC ACCOUNTANTS TO CONDUCT THE ANNUAL AUDIT OF FINANCIAL STATEMENTS AND STATE GRANT PROGRAMS FOR CALENDAR YEAR 2012

COUNCIL
following resolution:

Offered and moved adoption of the

WHEREAS, pursuant to N.J.S.A. 40A:5-4 et seq., the City is required to perform an annual audit of Financial Statements and Federal and State Grant Programs; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and

WHEREAS, the proposal submitted by Donohue, Gironda and Doria, Certified Public Accountants satisfies the City's requirements; 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 City's Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Donohue, Gironda and Doria, Certified Public Accountants has completed and submitted a Business Entity Disclosure Certification which certifies that Donohue, Gironda and Doria, Certified Public Accountants 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 Donohue, Gironda and Doria, Certified Public Accountants from making any reportable contributions during the term of the contract; and

WHEREAS, Donohue, Gironda and Doria, Certified Public Accountants has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Donohue, Gironda and Doria, Certified Public Accountants has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008; and

WHEREAS, Donohue, Gironda and Doria, Certified Public Accountants has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

WHEREAS, the total contract amount is not to exceed \$350,000; and

WHEREAS, pursuant to N.J.A.C. 50:30-5.5(e) the award of the contract shall be subject to the availability and appropriation of funds in the CY 2013 budget in account #01-201-20-135-312; and

WHEREAS, if funds are not available for the contract in the 2013 temporary and permanent budget, the contract will be terminated; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA AND DORIA, CERTIFIED PUBLIC ACCOUNTANTS TO CONDUCT THE ANNUAL AUDIT OF FINANCIAL STATEMENTS AND STATE GRANT PROGRAMS FOR CALENDAR YEAR 2012

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached with Donohue, Gironda and Doria, Certified Public Accountants, for providing an annual audit of Financial Statements and Federal and State Grant Programs for a contract term of one(1) year commencing on January 1, 2012 and ending on December 31, 2013 for a total contract amount not to exceed \$350,000;
2. The award of this contract shall be subject to the condition that Donohue, Gironda and Doria, Certified Public Accountants, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-1 et seq.;
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq;
4. Pursuant to N.J.A.C. 5:30-5.5(a) the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year permanent budget.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.
6. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten(10) days of this award.

APPROVED: [Signature] CFO

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
City Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-820
 Agenda No. 10.Z.1
 Approved: NOV 28 2012
 TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT AND THE RENTAL OF FACILITIES AT THE JERSEY CITY ARMORY BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY STATE DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

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

- WHEREAS**, the City of Jersey City requires the services of the New Jersey State Department of Military and Veterans Affairs to provide the facilities in connection with providing structured recreational programs and activities for the benefit of the children/citizens of Jersey City at the Jersey City Armory; and
- WHEREAS**, the City of Jersey City is hereby required to pay a rental fee to the New Jersey State Department of Military and Veterans Affairs; and
- WHEREAS**, the Armory facility will allow the Department of Recreation to accommodate in excess of 400 children per night; and
- WHEREAS**, the City desires to enter into agreement with the New Jersey State Department of Military and Veterans Affairs; and
- WHEREAS**, this rental agreement is for the period of December 3, 2012 through March 7, 2013; and
- WHEREAS**, the rental agreement will not exceed 62,722.50; and
- WHEREAS**, the rental agreement is for the period of December 3, 2012 through March 7, 2013; and between the hours 3:30 pm to 7 pm, school holidays/vacation full day, and additional dates/times to be announced; and
- WHEREAS**, funds in the amount of Twenty Thousand Nine Hundred Seven Dollars and 41 cents (\$20,907.41) are available in Account 01-201-28-370-312; and
- WHEREAS**, this contract is awarded without competitive bidding in accordance with N.J.S.A. 40A:11-5 (1) (a) (i); and

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

1. The Mayor or Business Administrator is authorized to execute the rental agreement with the New Jersey State Department of Military and Veterans Affairs

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								11.28.12			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

State of New Jersey
Department of Military & Veterans Affairs-ORP
P.O. Box 340
Trenton, NJ 08625-0340

ID-ORP

Friday, October 26, 2012

SUBJECT: Use of Jersey City Armory

TO: City of Jersey City/Department of Recreation

1. Attached is use agreement number 13014 in triplicate, covering the following:

Date(s): 12/3/2012 - 3/7/2013

Purpose: Recreation Activities

Application Fee _____	\$ 75.00
Armorer Fee _____	\$12,195.00
Use Fee _____	\$50,452.50
Total Fees _____	\$62,722.50

2. **The User** assumes full and complete responsibility for the safety of the public during any occupancy, and **must obtain** (if applicable) **an insurance policy** to support their use. The proof/certificate of insurance must cover all injuries and property damage that may be sustained by any person occupying the premises as a result of said use agreement.

3. Insurance policies/certificates **must name the "NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS AND ITS EMPLOYEES"** as **ADDITIONAL INSURED**. Coverage amounts required are as shown on your use agreement and must be provided in advance of use.

4. **Payment is required in advance of use** and must be remitted by **CERTIFIED CHECK, BANK CHECK, CASHIER CHECK, or MONEY ORDER** made payable to "TREASURER, STATE OF NEW JERSEY, DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS." **No personal checks please and DO NOT SEND CASH.**

5. Please sign and return all three (3) copies of the attached agreement along with payment and proof of insurance. **Please ensure all three original signature agreements are returned.** A fully endorsed copy of the agreement will be returned to you. Documentation **must be received** by this office at least ten (10) days prior to **your use.**

6. **No use of the facility will be allowed without endorsed agreements, payment and proof of insurance.** Other documentation (floor plans, permits and licenses) may be required to support use. Failure to produce the documentation may result in access to the facility being denied.

7. If you have any questions or concerns regarding your use agreement or the requirements to secure use please call us at (609) 530-6906 or (609) 530-6856.

FOR THE ADJUTANT GENERAL:

Office of Real Property
Rental and Leasing Section

3 Enclosures
CF: Chief Armorer

State of New Jersey
Department of Military & Veterans Affairs-RPB
P.O. Box 340
Trenton, NJ 08625-0340

Date of Use Agreement: Friday, October 26, 2012

Use Agreement Number: 13014

This Use Agreement, made and entered into on the above date between the Department of Military and Veterans Affairs, State of New Jersey, (hereinafter Department), and

City of Jersey City/Department of Recreation
Caven Point Complex-1 Chapel Avenue
Jersey City, NJ 07305

John Kelly Business Administrator
Joseph Macchi, Director Dept of Recreation
(201) 547-5269

hereinafter referred to as the User.

WITNESSETH that the parties hereto for the considerations hereinafter mentioned and agree as follows:

1. The Department hereby leases to the User, space at the following premises for the term and purpose stated:

National Guard Armory: 678 Montgomery Street
Jersey City, NJ 07306-3395

Dates: Monday, December 3, 2012 - Thursday, March 7, 2013 (See Attached Schedule dated 26 Oct 2012)

Time: Various – (See Attached Schedule dated 26 Oct 2012)

Purpose: Recreation Activities and 4 Special Events

Space Used: Drill floor

Seating Areas Drill Floor Level

Restrooms: All on the drill floor level and on the Summit Avenue side of the building

Locker rooms during special events only

Control room during special events only

Seating Areas – second level during special events only

Restrooms on the second level - Jordan Avenue side of the building during special events only

2. The User shall pay the Department, in advance, by Bank, Cashier, Certified Check or Money Order to the Treasurer, State of New Jersey as indicated below:

Application Fee: \$75.00

Total Fees: \$62,722.50

Balance Due: \$62,722.50

Use Fee: \$50,452.50

Estimated Armorer Fee: \$12,195.00

The Armorer Fee is for custodial services that include those services required before, during and the after the use. Fee is based upon overtime or premium rates for personnel engaged to perform these services. Additional Fees may be assessed if estimated Armorer fee is not sufficient to cover the required custodial services.

User will be responsible for the payment of any and all fees related to the use of additional space and Armorer fees worked not listed on the original contract.

3. Person of contact for the Department will be:

Charles Parsons

Telephone (201) 433-0619

Any problems or inquiries should be directed to this person.

4. The User shall obtain liability insurance coverage for the period of the use in the following minimum amounts. Insurance policy shall name the New Jersey Department of Military and Veterans' Affairs and its employees as an additional insured.

Insurance: \$1,000,000 Bodily Injury

\$1,000,000 Property Damage

NOTE: Memorandum of Understanding is incorporated into this Use Agreement.

5. The User shall conform and comply with all the conditions set forth in this Use Agreement.
6. Additional paragraphs:
 - a. Thermostats are kept at a daytime setting of 65 degrees and 50 degrees at the close of normal working hours (1630 hours) during the 15 November-1 April heating season.
 - b. User shall be responsible for control of traffic and parking vehicles. Notwithstanding the provisions of this lease, access to the building shall always be available to NJNG and Department personnel to conduct normal New Jersey National Guard business.
 - c. User shall assume all responsibility for damage or loss of Federal or State property caused directly or indirectly by User.
 - d. Cooking on armory premises is prohibited. Servicing of catered meals will be permitted.
 - e. User will provide uniformed security guards for inside and outside armory.
 - f. User will provide attendants in ladies' and men's restrooms.
 - g. Military personnel in uniform are not permitted to attend lease events, except unit sponsored functions, or in the event where a booth is set up by the National Guard for recruitment purposes.
 - h. NO SMOKING WILL BE ALLOWED AT THIS FACILITY.
 - i. The use, sales and/or distribution of alcoholic beverages is prohibited.
7. User shall be solely responsible for obtaining any and all DEPARTMENT OF COMMUNITY AFFAIRS (DCA) local or other permits required. Local permits are not required for functions sponsored by the National Guard or agencies of the State of New Jersey. User is obligated to determine whether State permits are required for all functions not sponsored by the National Guard or the State of New Jersey. User shall produce copies of all permits upon demand of Lessor.
8. User shall be solely responsible for the collection of any and/or all state and federal sales taxes associated with its use of this facility. User shall insure it meets or exceeds all state and/or federal laws.
9. USER MUST OBTAIN APPROPRIATE STATE FIRE PERMITS.
10. By signing the lease agreement, the lessee agrees that he/she shall not perform any renovations, remodeling, or construction in any area of a NJDMAVA facility without first thoroughly reading the O&M Plan for that facility and coordinating such activities through the NJDMAVA Asbestos Program Manager (APM). In addition, the lessee shall not disturb any area of a NJDMAVA facility where Asbestos Containing Material or Presumed Asbestos Containing Material has been identified without first coordinating such activities through the NJDMAVA APM. The Asbestos Management Plan and Statewide Building Survey Report is available at <http://www.nj.gov/military/installations/index.html> for the Lessee review.

11. INDEMNIFICATION

- a. User shall assume all risk and responsibility for, and agrees to indemnify defend and save harmless the State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the employees of the State of New Jersey and the New Jersey Department of Military and Veterans Affairs, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs, and expenses in connection therewith on account of any loss of life or property, or injury or damages to the person, body or property of a person, persons or entity, which shall arise from or result directly or indirectly from User's use of the leased premises. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this lease. Furthermore, the provision of this indemnification clause shall in no way limit the obligations assumed by User under this use agreement, nor shall they be construed to relieve User from any liability nor preclude the State of New Jersey or the New Jersey Department of Military and Veterans Affairs from taking any other actions available to it under any other provisions of this lease or at law.
- b. The State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the agents and employees of the State of New Jersey and the Department of Military and Veteran's Affairs, shall under no circumstances be liable to User or any person, partnership, corporation or other entity or instrumentality for injuries, expenses, delays, damages or interference with the other contractual obligations of User or User's

employees, agents, independent contractors, or other affiliate which may result from suspension or termination of this lease by the New Jersey Department of Military and Veterans Affairs in accordance with the terms of this lease.

- c. Lessor assumes no responsibility whatsoever for any property brought to the lands by the User, or any other person, independent contractor, partnership, corporation or entity or instrumentality. The Department shall under no circumstances be liable to User or any persons, partnership or other entity for any loss, damage or destruction of property, sustained in connection with the activities conducted by User under this lease.
 - d. User hereby agrees to defend, indemnify and save harmless the Department, its officers, agents, and employees, and each and every one of them, from and against all suits, costs (including attorney fees and costs and court costs), claims, expenses, liabilities, and judgments of every kind and description, actually and reasonably incurred, whether threatened, pending, or completed, including claims, suits, costs, expenses and judgments of officers, agents, employees and contractors of the User, and from and against all damages and expenses to which the Department may be subjected by reason of the use of the premises for which this Agreement is made, including without limitation, any claims, suits, costs, expenses and judgments by reason of any damage to or destruction of the environment whatsoever including, without limitation, land, air, water, wildlife and vegetation, including, without limitation, the disturbance of or placement of fill in wetlands, discharges of toxic substances, or any occurrences which constitute violations of Department of Environmental Protection or Environmental Protection Agency Laws or Regulations caused by, resulting from, arising out of or occurring in connection with the use of the leased premises as described in this lease, or any use of which User may notify the Department under the provision of this use agreement, or of any other use User may make of the leased premises, or incidental or appertaining thereto, or in connection with the creation of wetlands by the User. Notwithstanding the above, the obligations assumed by the User herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Department. User further acknowledges the possibility of criminal sanctions for such illegal activity. The obligation of the User under this paragraph shall survive the expiration of the Agreement.
12. THIS USE AGREEMENT IS ISSUED ON A "NO REFUND" BASIS. CANCELLATION OF THE LEASE BY THE NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS WILL NOT AFFECT THIS POLICY.
13. THE ADJUTANT GENERAL OR HIS AUTHORIZED REPRESENTATIVE MAY CANCEL USE AGREEMENT WITHOUT CAUSE, IMMEDIATELY.

In Witness hereof, we have hereunto set out hands and seals the day and year first above written.

STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS.

BY _____
JOHN KELLY
Business Administrator
Municipal City Council

BY _____
JILL ANN PRIAR
Chief
Office of Real Property

MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into by and between the Department of Military and Veterans Affairs (hereinafter referred to as "DMAVA") and the Jersey City Department of Recreation (hereinafter referred to as "JCDR") and supplements the Use Agreement between the parties for use of the Jersey City Armory covering the term of 1 Dec 2011 through 31 Mar 2012.

WHEREAS, DMAVA is the state agency responsible for managing the Jersey City Armory (hereinafter referred to as the "Armory") located at 678 Montgomery Street, Jersey City, New Jersey; and

WHEREAS, JCDR wishes to use and occupy certain space in the Armory for the purpose of operating recreational sports programs for the youth of Jersey City; and

WHEREAS, DMAVA is willing to permit the JCDR to utilize designated space, within the Armory under certain provisions, covenants, terms and conditions; and

WHEREAS, DMAVA has the authority to obligate the Armory to the terms of this MOU pursuant to title: 38A: 12-5. Nonmilitary use; and

WHEREAS, JCDR and DMAVA wish to delineate in writing, the provisions, covenants, terms and conditions by which DMAVA will agree to permit the agency of JCDR use of the Armory.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

AGENCY RESPONSIBILITIES:

DMAVA agrees to:

1. Support JCDR use on a Non-interrupt basis to the military mission and other scheduled uses.
2. Permit the JCDR use of the following areas to support structured youth sports programs for the youth of Jersey City between the ages of 8 and 18:
 - a. The drill floor
 - b. Seating Areas Drill Floor Level
 - c. Restrooms between seating levels on the Summit Avenue side of the building
 - d. Locker rooms during special events only
 - e. Control room during special events only
 - f. Seating Areas second level during special events only
 - g. Restrooms on the second level, on the Jordan Avenue side of the building during special events only
3. Generate a Use agreement to correspond with this MOU.
4. Allow JCDR use of the facility on a non-interrupt basis to the military in accordance with the schedule provided. No use shall be granted which conflicts with the military, DMAVA or other revenue generating users of the Armory.
5. Review requests for use received from JCDR within 10 business days of receipt and provide written responses with regard to DMAVA's ability to accommodate and estimated costs to support the requested use.
6. Provide a DMAVA representative to keep the Armory open for authorized JCDR use to the greatest extent DMAVA manning resources will allow.
7. Schedule DMAVA representative to support JCDR use at overtime when necessary, to the greatest extent DMAVA manning resources will allow.
8. Provide performance standards associated with services to be provided by JCDR during and after their use.

9. Provide inspection check list to be completed at beginning of each use and again at the conclusion of each use. (copy attached)

JCDR agrees to:

1. Enter into a Use Agreement and provide payment for use and any applicable Armorer's fees associated with use.
2. Provide a certificate of liability insurance naming the New Jersey Department of Military and Veterans Affairs and Its' Employees as additional insured.
3. Not sublet the Armory. Events and use not directly run or funded by JCDR, will require that Department, organization or entity to seek a separate use agreement from DMAVA and provide required payment and insurance in advance of use.
4. Identify all areas of use not specifically listed on Use Agreement to DMAVA POC listed in this MOU for inclusion in the Use Agreement. If additional areas of use are granted, JCDR shall ensure keys to each area are provided to the Chief Armorer for the Jersey City Armory.
5. Provide a calendar of requested dates of use from the start date of the use agreement to the end date of the use agreement, prior to the commencement of start of Use Agreement. Calendar shall identify all JCDR special events. Special events shall be directly related to structured youth sports programs associated with the youth of Jersey City and shall be run and funded by JCDR.
6. Submit requests for additional and/or changed use in the form of a letter at least three weeks in advance of requested change or additional use. These requests shall be consolidated to the greatest extent possible to minimize administrative effort required to process and reply. Requests that involve expanding use will result in additional fees.
7. Ensure use does not interfere with, impair, or prevent the development, maintenance, and operation of the Armory and its safe use.
8. Confine use to the drill floor, drill floor seating area, locker room, and bathrooms during normal recreation use. Bathrooms on the second level on the Jordan Avenue side of the building will only be used for special events.
9. Provide individuals to perform the following porter services during JCDR use of the premise:
 - a. Supervisor and Support Staff
 - b. Restroom Attendant
 - c. Locker Room Attendant
 - d. Crowd Control / Security
 - e. Clean Up after Use
10. Ensure JCDR individuals providing services meet or exceed performance standards provided by DMAVA later in this MOU and as directed by DMAVA representative in charge during use.
11. Shall clean the drill floor as well as all areas of use adjacent to the drill floor to include seating, bathrooms (upper and lower levels) and locker room on a daily basis after completion of use.
12. Shall be required to provide their own paper products, cleaning supplies, trash bags and shall remove all trash at the conclusion of each day. User shall ensure bathrooms and locker room are fully stocked during and at the completion of each use.
13. Assume responsibility for damage(s) that result directly or indirectly from use of the facility.
14. Maintain and keep in good repair the equipment and drill floor. Provide and place protective floor covering for the Basketball Court when not in use by JCDR and as required to support other uses of the facility.
15. Cancel use of the Armory on days the State has declared a snow emergency.
16. Obtain prior approval from the DMAVA regarding any plans for alterations to the Armory. All proposals will be forwarded to the Office of Real Property, P.O. Box 340, Trenton, NJ 08625-0340 to ensure proper coordination and approval is received. Costs of improvements proposed by JCDR will be at the sole expense of JCDR. Proposals for permanent alterations to the Armory by JCDR may require signed sealed architectural and/or

engineering drawings and specifications. Such design costs along with the cost of improvements must be funded by JCDR.

- 17. Provide access, training, and use of the Score Board, to DMAVA representative to support other users of the Armory.
- 18. Establish and enforce a code of conduct for patrons and workers to follow that includes a prohibition for unruly behavior, and a requirement to demonstrate respectable behavior toward DMAVA representatives.
- 19. User agrees to adjust their schedule to support DMAVA's ability to generate revenue should the opportunity present.

PRINCIPAL CONTACTS:

For JCDR: Joseph Macchi - Director, Department of Recreation
 City of Jersey City
 Caven Point Complex
 1 Chapel Avenue
 Jersey City, New Jersey 07305
 Phone: (201) 547-5269
 Fax: (201) 547-4586
 e-mail: JOEM@jcnj.org

For DMAVA: Jill Ann Priar – Chief Real Property Bureau
 NJDMAVA
 (Mailing address) P.O. Box 340 (Physical address) 101 Eggert Crossing Road
 Trenton, NJ 08625-0340 Lawrenceville, NJ 08648-2805
 Phone: (609) 530-6856
 Fax: (609) 530-6880
 e-mail: jill.priar@njdmava.state.nj.us

GENERAL PROVISIONS: All terms and conditions of the Use Agreement associated with this MOU apply.

FOR:

JCDR

DMAVA

 John Kelly
 Business Administrator,
 City of Jersey City

 Jill Ann Priar
 Chief – Real Property Bureau

Dated: _____

Dated: _____

 Joseph Macchi
 Director, Department of Recreation

Dated: _____

PERFORMANCE STANDARDS

JCDR shall provide one lead staff member to report to the DMAVA Representative on site. This JCDR lead member will supervise the JCDR workforce and will employ a methodical approach to ensure that all areas of use are kept clean and dry, bathrooms are monitored and restocked and access by patrons is restricted to authorized areas of use.

JCDR lead member on arrival shall provide DMAVA on site representative with a list of individuals working and the areas for which they will be responsible.

JCDR lead member shall inspect each area to be used with DMAVA representative and complete check list depicting condition of area to be used prior to start of use.

JCDR lead member shall be responsible for providing written reports to include but not limited to those related to property damage, personal injuries, and accidents as required.

JCDR lead member shall inspect each area used with DMAVA representative and complete check list depicting condition of area after use, before departing the premise.

GENERAL INSTRUCTIONS FOR ALL STAFF:

No gum, food or drink other than water is allowed on the drill floor. Staff shall observe and enforce this rule.

Damage is to be reported immediately to DMAVA representative. Written reports associated with damage will be required. JCDR shall provide written statement/s regarding damage to the DMAVA representative.

Emergencies are to be reported immediately to DMAVA representative. Facility related emergencies shall be handled on a case by case basis.

JCDR staff will provide constant monitoring and take the steps necessary to ensure floors remain debris free and dry.

JCDR staff shall all be actively engaged in ensuring no patrons enter areas that are not authorized for use.

JCDR staff shall ensure trash cans are lined, liners pulled and replace routinely as needed. Trash is to be taken to the designated area in the basement.

JCDR staff members shall all wear vests, or shirts that clearly and easily identify them as event staff for the duration of their service in the building.

Ingress and egress points are to remain unblocked and doors must be in the closed position when not in use.

Short wave radios/walkie talkies on site can be used to facilitate communications between staff members both JCDR and DMAVA working the use. JCDR lead and DMAVA representative will determine method of communication prior to commencement of use.

RESTROOM AND LOCKER ROOM ATTENDANTS:

JCDR staff shall maintain a presence in and continuously monitor area during periods of use and ensure appropriate use of facilities.

JCDR staff shall supply and restock consumable products such as hand soap, paper towels, and toilet tissue during facility use.

JCDR staff shall clean as required to maintain sanitary conditions within the space.

JCDR staff shall report damage or malfunctioning equipment or facility systems immediately to the DMAVA representative on site.

At conclusion of each day of use JCDR staff shall ensure areas are thoroughly swept, trash removed and liners replaced. All fixtures, counters, benches, shower stalls and etc must be wiped down and floors mopped with disinfectant.

CROWD CONTROL AND SECURITY:

JCDR shall ensure staff members are aware of permitted areas of use. JCDR staff shall ensure that patrons are confined to the areas of use permitted.

JCDR staff will provide information to patrons regarding location of lavatories and locker rooms.

JCDR staff will compel patrons to adhere to a code of conduct that ensures safe and responsible use of the premises.

JCDR is responsible for addressing and handling all safety and security issues apparent during their use.

CLEAN UP AFTER USE:

JCDR staff shall ensure all areas used are free of debris and thoroughly swept at the conclusion of each use. All areas of use shall be mopped as needed at the conclusion of each use to ensure floors are free of sticky particles from food, beverages, foot traffic, etc.

JCDR staff shall ensure seats are dry, and clean at the conclusion of each use.

JCDR staff shall ensure that equipment is properly stored at the conclusion of each use.

JCDR

DMAVA

Joseph Macchi
Director, Department of Recreation

Jill Ann Priar
Chief – Real Property Bureau

Dated: _____

Dated: _____

**City of Jersey City
Armory Use Schedule**

Date of Use	Day of Week	Purpose	Area/s of Use	USE TIMES		ARMORER		HOURS	
				Start	End	Start	End		
3-Dec-12	Monday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
4-Dec-12	Tuesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
5-Dec-12	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
6-Dec-12	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
10-Dec-12	Monday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
11-Dec-12	Tuesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
12-Dec-12	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
13-Dec-12	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
14-Dec-12	Friday	SPECIAL EVENT	Both Tiers + Lockerroom	3:30 PM	11:00 PM	3:30 PM	1:00 AM	7.5	9.5
16-Dec-12	Sunday	SPECIAL EVENT	Both Tiers + Lockerroom	7:00 AM	5:00 PM	6:30 AM	7:00 PM	10	11.5
17-Dec-12	Monday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
18-Dec-12	Tuesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
19-Dec-12	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
20-Dec-12	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
23-Dec-12	Sunday	SPECIAL EVENT	Both Tiers + Lockerroom	7:00 AM	5:00 PM	6:30 AM	7:00 PM	10	11.5
24-Dec-12	Monday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
25-Dec-12	Tuesday	NO USE							
26-Dec-12	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
27-Dec-12	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
31-Dec-12	Monday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
1-Jan-13	Tuesday - Holiday	NO USE							
2-Jan-13		Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
3-Jan-13	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
7-Jan-13	Monday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
8-Jan-13	Tuesday	SPECIAL EVENT	Both Tiers + Lockerroom	3:30 PM	11:00 PM	3:30 PM	1:00 AM	7.5	9.5
9-Jan-13	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
10-Jan-13	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
14-Jan-13	Monday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
15-Jan-13	Tuesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
16-Jan-13	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4
17-Jan-13	Thursday	SPECIAL EVENT	Both Tiers + Lockerroom	3:30 PM	11:00 PM	3:30 PM	1:00 AM	7.5	9.5
21-Jan-13	Tuesday - Holiday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3:30 PM	7:30 PM	3.5	4

**City of Jersey City
Armory Use Schedule**

Date of Use	Day of Week	Purpose	Area/s of Use	USE TIMES			ARMORER		
				Start	End	HOURS	Start	End	HOURS
22-Jan-13	Tuesday	SPECIAL EVENT	Both Tiers + Lockerrrom	3:30 PM	11:00 PM	7.5	3:30 PM	1:00 AM	9.5
23-Jan-13	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
24-Jan-13	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
25-Jan-13	Friday	SPECIAL EVENT	Both Tiers + Lockerrrom	3:30 PM	11:00 PM	7.5	3:30 PM	1:00 AM	9.5
28-Jan-13	Monday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
29-Jan-13	Tuesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
30-Jan-13	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
31-Jan-13	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
4-Feb-13	Monday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
5-Feb-13	Tuesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
6-Feb-13	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
7-Feb-13	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
11-Feb-13	Monday	CONFLICT - BERGEN CO MEET							
12-Feb-13	Tuesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
13-Feb-13	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
14-Feb-13	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
18-Feb-13	Monday - Holiday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:00 PM	7:30 PM	4.5
19-Feb-13	Tuesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
20-Feb-13	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
21-Feb-13	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
25-Feb-13	Monday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
26-Feb-13	Tuesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
27-Feb-13	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
28-Feb-13	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
4-Mar-13	Monday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
5-Mar-13	Tuesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
6-Mar-13	Wednesday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
7-Mar-13	Thursday	Open Recreation	LOWER TIER ONLY	3:30 PM	7:00 PM	3.5	3:30 PM	7:30 PM	4
						233 Hrs	271 Hrs		

**Jersey City Armory
Use Agreement Inspection Checklist - Upper Level**

Name of Porter Service Representative: _____

Date of Use: _____

Please Print

Use Agreement # _____

13014

	Upper Level - Jordan Ave. Side				Upper Level - Summit Ave. Side			
	Men's Rm Start Y/N	Ladies Rm Start Y/N	Men's Rm End Y/N	Ladies Rm End Y/N	Men's Rm Start Y/N	Ladies Rm Start Y/N	Men's Rm End Y/N	Ladies Rm End Y/N
Toilets Clean								
Sinks Clean								
Floor Clean								
Mirror Clean								
Soap Full								
Paper Product Full								
Trash Bins Empty								
Receptacle Bins Empty								
Trash Liners in Place								
Odor of Disinfectant								
Restroom Hallway Clean								
Seating Area Swept	Start	End			Start	End		
Seating Area Floor Clean								
Entrance Clean								
Stairwells Clean								
Control Room Clean								
Elevators Clean								
Trash Bin Empty								
Trash Liners in Place								
Trash Removed to Basement								
Damage Noted								

Support Staff Names and Area of Responsibility Provided? YES or NO

NOTES:

DMAVA Representative _____ Porter Service Representative _____

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

City Clerk File No. Res. 12-821

Agenda No. 10.Z.2

Approved: NOV 28 2012

TITLE:



Resolution Honoring Reverend Alonzo Perry, Sr.

On the Occasion of His 15th Pastoral Anniversary of
New Hope Missionary Baptist Church

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

WHEREAS, Alonzo Perry was born in Long Branch, New Jersey on June 6, 1956 to Geneva McClendon and Cornelius Perry. He was raised in Asbury Park, N.J. Alonzo Perry completed undergraduate studies at New Jersey City University, earning a B.A. in Sociology. He continued his education and earned a Master of Arts degree in Pastoral Counseling at Trinity Theological Seminary in Newburgh, Indiana. Alonzo also served his country in the United States Army and was honorably discharged in 1981; and

WHEREAS, Reverend Alonzo Perry, Sr. was called to the ministry and was licensed to preach the gospel in 1984. In 1987, he was ordained as a minister of the gospel. On July 29, 1997, Rev. Perry received and accepted the call to pastor New Hope Missionary Baptist Church. He was installed as the third pastor of the church on November 30, 1997; and

WHEREAS, Reverend Alonzo Perry, Sr. instituted many new programs under his administration and more than thirty ministries have been added to the church. Rev. Perry instituted an 8:00 a.m. worship service. In addition, he revamped the Adult Sunday School division to include the offering of elective courses using a semester system which increased the Sunday School from 30 to more than 200 adult learners. He formed New Hope, ETC, a community development corporation which seeks to improve the lives of families and children. Rev. Perry also launched the Church on the Edge (COTE) in 2007; and

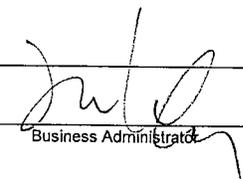
WHEREAS, Reverend Alonzo Perry, Sr. has merged the use of technology and dynamic teaching tools in the church. He is the founder of APS Ministries, International which spreads the good news and message of Jesus through CD's, DVD's, blogs, Facebook, Twitter and other media outlets; and

WHEREAS, Reverend Alonzo Perry, Sr. is in great demand as a conference speaker and facilitator. In addition, he led the church through the total renovation and refurbishing of the church sanctuary and education building. He is currently leading the church in a capital improvement project to renovate the facade of the church; and

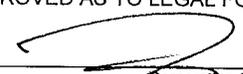
WHEREAS, Reverend Alonzo Perry, Sr. is happily married to Brenda Perry. They are the loving parents of Alonzo, Jr., Danielle Jillian and Giselle Elise.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Reverend Alonzo Perry, Sr. on the occasion of his 15th pastoral anniversary at New Hope Missionary Baptist Church. We wish him continued success.

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APPROVED: _____

 Business Administrator

APPROVED AS TO LEGAL FORM


 Corporation Counsel

Certification Required
 Not Required

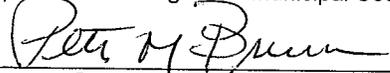
APPROVED 9-0

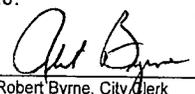
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11.28.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-822

Agenda No. 10.Z.3

Approved: NOV 28 2012



TITLE: **RESOLUTION HONORING**

Dr. Gloria Boseman, Ph.D., R.N.

WHEREAS, Dr. Gloria Boseman is a graduate of Howard University in Washington, DC, where she received a Bachelor of Science degree in Nursing(Outstanding Alumna) , University of Maryland in Baltimore completing a Master's of Science in Adult Nursing and Nursing Education and post-graduate work in Administration and Higher Education at Seton Hall University, New Jersey. She received her PhD in Nursing Research from Rutgers, the State University of New Jersey (Outstanding Alumna); and

WHEREAS, Dr. Boseman has a long tenure with New Jersey City University Nursing. A member of the NJCU faculty since 1978, Dr. Boseman has also served the University as chair of the Department of Nursing, interim dean of professional studies and education and graduate coordinator. She currently teaches both entry level and senior level courses in Nursing, but lends herself to the Women and Gender Studies Department as well; and

WHEREAS, Dr. Boseman is a frequent speaker for local, state, and national organizations. She is a health professional who has delivered care to underserved and underrepresented urban communities for more than 30 years. Her work has focused on urban health and lifestyle behaviors and the need to make health care professionals aware of the dynamics of inner city by examining culture and its correlates; and

WHEREAS, Dr. Boseman is the recipient of numerous awards, honors, and commendation including most recently being honored by the New Jersey League for Nursing as an Outstanding Nurse (2009) and the Chi Eta Phi National nursing sorority invitation as an "Honorary Member." She is a charter member of the Kappa Eta Chapter of Sigma Theta Tau International Nursing Honor Society; and

WHEREAS, Dr. Boseman has been honored by Howard University, the Young Women's Christian Association of Essex and West Hudson, The National Council of Negro Women, New Jersey City University, the National Society of Leadership and Success, the NAACP, Rutgers University and the State University of New Jersey; and

WHEREAS, Dr. Boseman was named one of the 100 "Most Influential Persons" impacting the health of New Jersey's African- American community by *City News*. She serves on many Boards, including a former Governor's appointment New Jersey' Collaborative Center for Nursing, and currently the Essex Valley/East Orange General Hospital Board of Trustees; and

WHEREAS, Dr. Boseman will be honored on October 24, 2012 at the 2012 "Diva & Don Gala" of the Institute for Nursing, the charitable affiliate of the New Jersey State Nurses Association. The "Diva & Don Gala" honors men and women in nursing leadership across New Jersey who set high standards of excellence and make a notable difference in many lives.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City deems it fitting and most appropriate to honor Dr. Gloria Boseman for her outstanding accomplishments and community service. We extend our best wishes and makes public the appreciation and esteem she so richly deserves.

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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											
								11.28.12			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-823

Agenda No. 10.Z.4

Approved: NOV 28 2012

TITLE:



RESOLUTION HONORING JAMES "JIM-JIM" DEVENEY

WHEREAS, James "Jim-Jim" Deveney, upon graduating from St. Peter's College in 1957, was hired by Brother Leo Sylvius to serve as the Head Basketball Coach and Baseball Coach at Marist High School in Bayonne, New Jersey; and

WHEREAS, Jim Deveney's hard work and dedication was recognized and in 1959, Brother Sylvius hired him to serve as one of the first lay teachers at Marist High School. Jim taught History and Physical Education; and

WHEREAS, Jim Deveney's basketball and baseball teams were very successful. He coached two thrilling championships at the Marist Invitational Basketball Tournaments in the Bronx at Mount St. Michael Academy during the Christmas weeks in 1958 and 1960; and

WHEREAS, Jim Deveney left Marist in 1962 but returned during the years 1978-1980. His son Michael was the point guard on the 1980 basketball team that went to the State Championship; and

WHEREAS, Jim Deveney taught at Bayonne High School after leaving Marist. He also served as a teacher and administrator at Elizabeth High School for many years before retiring; and

WHEREAS, Jim Deveney will be honored with the "Spirit of Marist" Award at the 8th Annual Marist High School Hall of Fame Induction Ceremony on November 17, 2012. His impact on generations of students in the classroom and on the playing field makes him a well-deserved honoree; and

WHEREAS, Jim Deveney and his late wife Barbara had four children: Jimmy, Michael, Judy and Kevin (deceased).

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor James "Jim-Jim" Deveney, a dedicated educator and outstanding coach.

G:\WP\DOC\SITOLONDA\RESOSHONORING\James Jim-Jim Deveney.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											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-824

Agenda No. 10.Z.5

Approved: NOV 28 2012

TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PUBLIC SERVICE ELECTRIC & GAS COMPANY TO ENTER ONTO CITY OWNED PROPERTY LOCATED IN MORRIS COUNTY KNOWN AS BLOCK 31001, LOT 12 AND BLOCK 50003, LOT 19 ON THE TAX MAP OF THE TOWNSHIP OF ROCKAWAY FOR THE PURPOSE OF CONSTRUCTING AND USING A TEMPORARY ACCESS ROAD

COUNCIL
resolution:

offered and moved the adoption of the following

WHEREAS, the City of Jersey City (City) owns real property known as the Split Rock Reservoir located in Morris County which includes property known as Block 31001, Lot 12 and Block 50003, Lot 19 on the Tax Map of the Township of Rockaway (Property); and

WHEREAS, the Property is used by the Jersey City Municipal Utilities Authority and is operated by United Water as the Split Rock Reservoir; and

WHEREAS, Public Service Electric & Gas Company (PSE&G) has requested permission to enter onto a portion of the Property to construct and use a temporary access road to be used in connection with PSE&G's construction of a new 500kV transmission line (Project) which is necessary in order to provide safe and reliable electric service to New Jersey residents; and

WHEREAS, the New Jersey Board of Public Utilities has determined that the new 500kV transmission line is reasonably necessary for the service, convenience, and welfare of the public; and

WHEREAS, United Water has reviewed the proposed temporary access road and has indicated that the construction of the road will have no impact on the operations of the City; and

WHEREAS, Resolution 12-278, approved on April 11, 2012, authorized PSE&G to file an application and obtain the approval of the Watershed Review Board for the construction of a temporary access road on the City's Property; and

WHEREAS, PSE&G is requesting the City's permission to enter the Property for the purpose of constructing and using the temporary access road that is needed for PSE&G's Project; and

WHEREAS, PSE&G agrees to execute the License Agreement attached thereto.

TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PUBLIC SERVICE ELECTRIC & GAS COMPANY TO ENTER ONTO CITY OWNED PROPERTY LOCATED IN MORRIS COUNTY KNOWN AS BLOCK 31001, LOT 12 AND BLOCK 50003, LOT 19 ON THE TAX MAP OF THE TOWNSHIP OF ROCKAWAY FOR THE PURPOSE OF CONSTRUCTING AND USING A TEMPORARY ACCESS ROAD

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

- (1) PSE&G, its contractors, and its agents are authorized to enter onto the Property for the purpose of constructing and using a temporary access road that is needed in connection with PSE&G's Project;
- (2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and
- (3) The term of the License Agreement shall be for two (2) years effective as of the date that the License Agreement is executed by City officials.

RR/cw
11/20/12

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

0 2 0 1 2 1 7 4

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

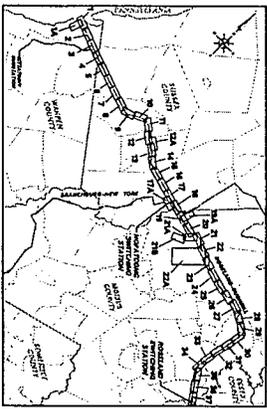
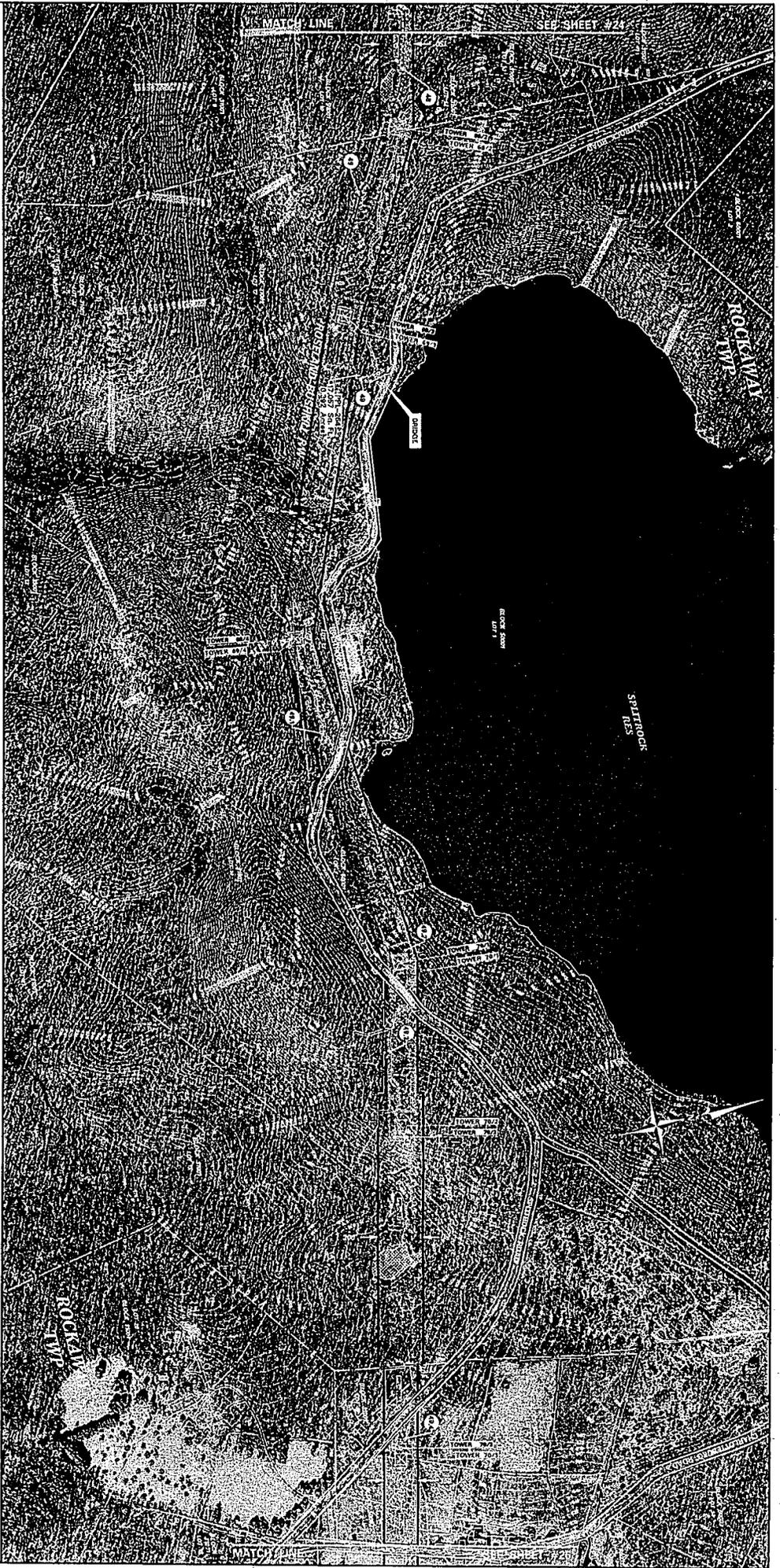
✓ Indicates Vote

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



SHEET INDEX

LEGEND

1. UNIMPROVED STATE HIGHWAY	10. UNIMPROVED STATE HIGHWAY
2. IMPROVED STATE HIGHWAY	11. UNIMPROVED COUNTY ROAD
3. IMPROVED COUNTY ROAD	12. UNIMPROVED COUNTY ROAD
4. UNIMPROVED COUNTY ROAD	13. UNIMPROVED COUNTY ROAD
5. UNIMPROVED COUNTY ROAD	14. UNIMPROVED COUNTY ROAD
6. UNIMPROVED COUNTY ROAD	15. UNIMPROVED COUNTY ROAD
7. UNIMPROVED COUNTY ROAD	16. UNIMPROVED COUNTY ROAD
8. UNIMPROVED COUNTY ROAD	17. UNIMPROVED COUNTY ROAD
9. UNIMPROVED COUNTY ROAD	18. UNIMPROVED COUNTY ROAD

NOTES:

1. THIS DRAWING IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE ENGINEER.
2. THE DESIGN IS BASED ON THE ASSUMPTIONS LISTED IN THE NOTES.
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17. THE DESIGN IS BASED ON THE ASSUMPTIONS LISTED IN THE NOTES.
18. THE DESIGN IS BASED ON THE ASSUMPTIONS LISTED IN THE NOTES.



OPSEK
 CONSULTING ENGINEERS
 1000 N. 10th Street, Suite 100
 Harrisburg, PA 17102
 (717) 633-7200

SUSQUEHANNA-ROSELAND TRANSMISSION PROJECT

ACCESS ROADS

DATE: 08/20/2010
 DRAWN BY: J. J. [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2012 between **THE CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licensor") and **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a New Jersey Corporation (hereinafter referred to as "Licensee" or "PSE&G"), whose address is 80 Park Plaza, Newark, New Jersey 07102. Licensor is the owner of property designated as Block 31001, Lot 12; and Block 50003, Lot 19 on the tax map of the Township of Rockaway, hereinafter referred to as the "Premises."

By this Agreement the City grants permission to the Licensee to enter onto the Premises for the purpose of the installation of a construction access road to its existing transmission right-of-way Licensee, and/or its contractors or agents, are permitted to enter the Premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

WHEREAS, the Licensee agrees the proposed access road agreement will provide necessary construction access to build an upgraded line through this area. This line will provide a compelling public benefit by continuing to provide safe, reliable, and effective power to the region, including Northern New Jersey. Additionally, it will ensure continued compliance with regional transmission reliability standards, strengthening the regional power supply.

1. The term of this License is for a period of two (2) years effective as of the date this Agreement is executed by City officials.
2. The Licensee shall be permitted to use the Premises for the following activities:
 - a) trim, cut and remove such tree branches, roots, shrubs, plant trees and vegetation which might, within the exclusive discretion and sole judgment of Licensee, be necessary for use of the Temporary Access Area. Grantee shall also have the right to make any improvements to said Temporary Access Area as Grantee determines necessary, in its sole discretion, for installation of a construction access road to its existing transmission right-of-way.

The use of the Premises for activities other than those listed above are permitted only upon the review and written approval of the City Engineer.

3. The permission hereby granted for use of the Premises may only be revoked by the City for reasonable cause, by the City's Manager of Real Estate giving thirty (30) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Premises which occurred on or prior to the date of revocation.

4. Any damage to property owned by or under the jurisdiction of the City resulting from the use of the Premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof. Any adverse impacts to natural resources shall be mitigated in accordance with the Compensory Mitigation Plan attached hereto as "Exhibit A" and made a part of this agreement
5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the Premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
7. The permission to use the Premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.
8. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
9. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
10. The Licensee's use of the Premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.
11. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the Premises.

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

13. The Licensee's use of the Premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the Premises by the Licensee, those of N.J.A.C. 7:36, Subchapter 25 ("Rule"); and any deed restrictions pertaining to the Green Acres Parkland. Activities conducted in accordance with this License shall also be performed in accordance with said Rule.

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

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

16. The Licensor, with Licensee's prior written consent, does further grant and convey unto Licensee the right, privilege and authority to sign any such applications on its behalf as may be needed for approval of the access road or construction. The Licensee shall provide the Licensor with copies of any applications filed, and it shall provide Licensor with any other information related to those applications, permits or approvals that Licensor reasonably requests.

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

Licensor: Ann Marie Miller, Manager
Office of Real Estate
City Hall
280 Grove Street
Jersey City, N.J. 07302
Telephone No. (201) 547-5234

Licensee: John Ribardo
Director – Transmission Projects
PSEG Services Corporation
80 Park Plaza, Mail Code T13
Newark, New Jersey 07102
973-430-5310

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

19. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the Premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

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

21. This Agreement shall terminate on _____, 2014.

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

AGREED to this _____ day of _____, 2012

**PUBLIC SERVICE ELECTRIC AND GAS
COMPANY**

By: PSEG Services Corporation, Agent
(Licensee)

By: _____
Richard A. Franklin
Manager – Corporate Properties
PSEG Services Corporation

CITY OF JERSEY CITY
(Licensor)

By: _____
Jack Kelly
Business Administrator

Attest: _____

Attest: _____
Robert Byrne
City Clerk

EXHIBIT A

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

City Clerk File No. Res. 12-825

Agenda No. 10.Z.6

Approved: NOV 28 2012

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMERICAN BOAT SCHOOL FOR PROVIDING MARINE TRAINING FOR FIRE BOAT OPERATIONS FOR JERSEY CITY DEPARTMENT OF FIRE AND EMERGENCY SERVICES

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Providing Marine Training for Fire Boat Operations** for the **Department of Fire & Emergency Services** pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Two (2) Bids**, the lowest bidder being Resolve Maritime Academy, Inc which did not meet the bid specifications, therefore the bid should be awarded to the next lowest responsible bidder, that from **American Boat School, P.O. Box 388, Marlborough, CT 06447** in the total bid amount of **Sixty Two Thousand (\$62,000.00) Dollars**; and

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

WHEREAS, the funds for this purchase are available in **Account # 02-213-40-227-314**

Department of Fire & Emergency Services

Acct #	P.O #	Amount
02-213-40-227-314	108185	Total Encumbrance \$62,000.00

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

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

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

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

(continued on Page 2)

City Clerk File No. Res. 12-825

Agenda No. 10.Z.6 NOV 28 2012

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMERICAN BOAT SCHOOL FOR PROVIDING MARINE TRAINING FOR FIRE BOAT OPERATIONS FOR JERSEY CITY DEPARTMENT OF FIRE AND EMERGENCY SERVICES**

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

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

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

Department of Fire & Emergency Services

Acct #	P.O #	Amount
02-213-40-227-314	108185	Total Encumbrance \$62,000.00

APPROVED _____
Peter Folgado, Purchasing Director, RRPO, QPA

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				II. 28. 12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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 AMERICAN BOAT SCHOOL FOR PROVIDING MARINE TRAINING FOR FIRE BOAT OPERATIONS FOR JERSEY CITY DEPARTMENT OF FIRE AND EMERGENCY SERVICES

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Armando Roman, Director, Fire Department

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Two (2)

DATE BIDS WERE PUBLICLY RECEIVED:

October 4, 2012

NUMBERS OF BIDS RECEIVED:

Two (2)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Providing Marine Training for Fire Boat Operations for the Department of Fire & Emergency Services.

BIDDER'S INFORMATION:

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

	Grand Total Bid Price
1) Resolve Maritime Academy, Inc 1510 SE 17 th Street, Suite 400 Fort Lauderdale, FL 33316	\$48,000.00 *Does not meet the specifications and failed to bid on all the items.
2) American Boat School P.O. Box 388 Marlborough, CT 06447	\$62,000.00

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

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

Date

11/20/12

Peter Folgado, Director of Purchasing, RPPO, QPA

08/15/12

Taxpayer Identification# 970-306-603/500

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252</small>
TAXPAYER NAME: AMERICAN BOATSCHOOL, LLC	TRADE NAME:	
ADDRESS: 54 CHENEY ROAD MARLBOROUGH CT 06447-1327	SEQUENCE NUMBER: 1735759	
EFFECTIVE DATE: 08/10/12	ISSUANCE DATE: 08/15/12	
		<i>James J. Fruscione</i> Director New Jersey Division of Revenue



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1735759 FOR AMERICAN BOATSCHOOL, LLC IS VALID.

VERIFIED
PC

Certification 38922

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 has approved said report. This approval will remain in effect for the period of

11/20/2012 - 11/15/2013



**AMERICAN BOAT SCHOOL
54 CHENEY ROAD
MALBOROUGH CT 06458**



Bradley Abela

State Treasurer

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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. 10:5-31 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): Max Fentress, owner

Representative's Signature: [Signature]

Name of Company: AMERICAN BOAT SCHOOL

Tel. No.: (860) 508-3604 Date: 16 Aug 2012

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

AMERICAN BOAT SCHOOL

The contractor and the owner of AMERICAN BOAT SCHOOL (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: Max. Fentress, owner
Representative's Signature: [Signature]
Name of Company: AMERICAN BOAT SCHOOL
Tel. No.: (960) 568-3604 Date: 16 August 2012

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 : American Boatschool
Address : 20 Box 388, 54 Cheney Road
Marlborough, CT 06447
Telephone No. : (800) 568-3604
Contact Name : Max Fentress, owner

16 August 2012

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: American Boatschool

Address: PO Box 388, 54 Cheney Road
Hamden, CT 06447

Telephone No.: (860) 508-3604

Contact Name: Mick Ferris owner

Please check applicable category:

16 August 2012

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
SHORT FORM STANDING

44

AMERICAN BOATSCHOOL, LLC
600262726

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Connecticut Foreign Limited Liability Company was registered by this office on March 03, 2006.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify the registered agent and registered office are:

*National Registered Agents, Inc. Of Nj
100 Canal Pointe Blvd.
Suite 212
Princeton, NJ 08540*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
16th day of July, 2012*

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 125449210

Verify this certificate online at

http://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

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

City Clerk File No. Res. 12-826

Agenda No. 10.Z.7

Approved: NOV 28 2012

TITLE:



RESOLUTION AWARDING AN OPEN-END CONTRACT TO TILCON NEW YORK, INC FOR FURNISHING AND DELIVERING ASPHALT MATERIALS TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Furnishing & Delivering Asphalt Materials** to the City of Jersey City for the Department of Public Works/Division of Building & Streets Maintenance pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **One (1) Bids**, the sole responsible bid being that from **Tilcon New York, Inc.**, 625 MT. Hope Road, Wharton, New Jersey 07885, in the total bid amount of **One Hundred Fifty Nine Thousand, Eight Hundred Seventy Five (\$159,875) Dollars**; and

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

WHEREAS, this contract is awarded as an open-end contract, for the period of (1) one year and the City has the option to extend the contract for up to two (2) additional one (1) year terms; and

WHEREAS, the sum of **One Hundred Fifty Nine Thousand, Eight Hundred Seventy Five (\$159,875) Dollars**, will be budgeted for the 2012, 2013, 2014 and 2015 temporary and permanent budgets to the approval of said budget by the Municipal Council; and

WHEREAS, the funds for this purchase are available in **Account # 01-201-26-291-211**

WHEREAS, sum of **Five Thousand Dollars (\$5,000.00)** is available in the 2012 permanent budget; and

Dept. of Public Works/Division of Building & Street Maintenance			
Acct. No.	P.O. #		Amount
01-201-26-291-211	108184	Temp. Encumb.	\$5,000.00
		Total Contract	\$159,875.00

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 remaining contract funds will be made available in the 2012, 2013, 2014 and 2015 temporary and permanent budgets; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2012 thru 2015 temporary and permanent budgets; and

WHEREAS, if funds are not available for the contract in the 2012 thru 2015 temporary and permanent budgets, the contract will be terminated.

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

(Continued on page 2)

TITLE:

RESOLUTION AWARDING AN OPEN-END CONTRACT TO TILCON NEW YORK, INC FOR FURNISHING AND DELIVERING ASPHALT MATERIALS TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE

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

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

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

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

Dept. of Public Works/Division of Building & Street Maintenance	Acct. No.	P.O. #	Temp. Encumb.	Amount
	01-201-26-291-211	10818A	Total Contract	\$5,000.00
				\$159,875.00

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

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

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.28.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

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

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AWARDING AN OPEN-END CONTRACT TO TILCON NEW YORK, INC FOR FURNISHING AND DELIVERING ASPHALT MATERIALS TO 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, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

One (1)

DATE BIDS WERE PUBLICLY RECEIVED:

October 16, 2012

NUMBERS OF BIDS RECEIVED:

One (1)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Asphalts Materials for the Department of Public Works/Division of Building & Street Maintenance

BIDDER'S INFORMATION:

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

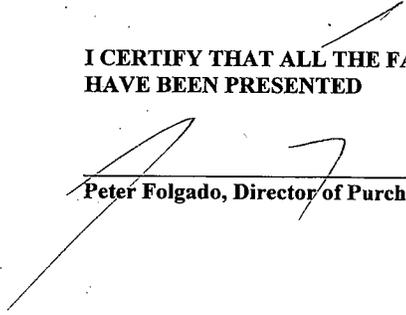
	Grand Total Bid Price
1) Tilcon New York, Inc 325 MT. Hope Road Wharton, NJ 07885	\$159,875.00

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

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

Date

11/20/12


Peter Folgado, Director of Purchasing, RPPO, QPA

BID PROPOSAL/DOCUMENTS

TOTAL BID PRICE:

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

Item No. 1: Minimum 1500 - Maximum 2200 Tons of F.A.B.C. Material (fine Aggregate Concrete 3/8").

2200 Tons @ \$ 67.50 Per Ton for a Total Cost of \$ 148,500.00
(Unit Price in Figures) (Total Cost Item 1 in Figures)

SIXTY SEVEN DOLLARS AND FIFTY CENTS Per Ton ONE HUNDRED FORTY EIGHT THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS
(Write Unit Price) (Write Total Cost - Item 1)

Item No. 2: Minimum 60 - Maximum 65 Tons of Bituminous Concrete (Cold Patch) to be picked up and delivered when needed. Twenty-four (24) hours delivery notice.

65 Tons @ \$ 175.00 Per Ton for a Total Cost of \$ 11,375.00
(Unit Price in Figures) (Total Cost Item 2 in Figures)

ONE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS Per Ton ELEVEN THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS
(Write Unit Price) (Write Total Cost - Item 2)

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

BID PROPOSAL / DOCUMENTS

GRAND TOTAL PRICE – ITEMS 1 THROUGH 2

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 2. The Supplier shall be paid on minimum and maximum quantities used; however, it shall not exceed the maximum quantity without prior issuance of a change order.

INCLUSIVE

**ONE HUNDRED FIFTY NINE THOUSAND
EIGHT HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS**

(In Writing)

\$ 159,875.00

(In Figures)

The contract will be awarded based upon the grand total price for items 1 through 2. If the Grand Total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TILCON-NEW YORK INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#
061-032-119/000

CONTRACTOR CERTIFICATION#
0108597

ADDRESS
625 MT HOPE RD
WHARTON NJ 07885

ISSUANCE DATE:
12/11/01

EFFECTIVE DATE
04/11/97

Patricia A. Chacchis
Director, Division of Revenue

FORM-BRC(08-01)

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



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0108597 FOR TILCON NEW YORK INC. IS VALID.

VERIFIED
PG

Certificate Number
605169

Registration Date: 02/19/2012
Expiration Date: 02/18/2014



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Stilcon New York, Inc
2012

Responsible Representative(s):

Christopher J. Madden, President
George W. Thompson, Vice-President
Charlie P. Brassell, Jr., Secretary

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON-TRANSFERABLE

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

Certification 826

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 2009 to 15 NOV 2012



TILCON NEW YORK, INC.
625 MT. HOPE ROAD
WHARTON NJ 07885



A handwritten signature in black ink, appearing to be "D. R. ...".

State Treasurer

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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. 10:5-31 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): GEORGE W THOMPSON VICE PRESIDENT

Representative's Signature: 
TILSON NEW YORK INC.

Name of Company: _____

Tel. No.: ⁹⁷³⁻306-7241 Date: OCT. 16, 2012

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 services 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):

GEORGE W THOMPSON VICE PRESIDENT

Representative's Signature:

George W Thompson
TILCON NEW YORK INC.

Name of Company:

Tel. No.: 973-366-7741

Date: OCTOBER 16, 2012

**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 : TILCON NEW YORK INC.

Address : 825 MT. HOPE ROAD
WHARTON, NEW JERSEY 07885

Telephone No. : 973-366-7741

Contact Name : GEORGE W THOMPSON, VICE PRESIDENT

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 : TILCON NEW YORK INC.
Address : 825 MT. HOPE ROAD
WHARTON, NEW JERSEY 07885
Telephone No. : 973-366-7741
Contact Name : GEORGE W THOMPSON VICE PRESIDENT

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

Woman Business Enterprise

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

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

City Clerk File No. Res. 12-827

Agenda No. 10.Z.8

Approved: NOV 28 2012

TITLE:



RESOLUTION AWARDING AN OPEN-END CONTRACT TO CITY ELECTRIC SUPPLY FOR THE FURNISHING AND DELIVERING OF MATERIAL PROCUREMENT ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the **Material Procurement Electrical Supplies** to the City of Jersey City, Department of Public Works/ Division of Building and Street Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Two (2) Bids**, the lowest bid being that from **City Electric Supply, 374 Sixth Street, Jersey City NJ 07302** in the total bid amount of **Thirty Seven Thousand, Four Hundred Seventy Four (\$37,474.92) Dollars and Nine Two Cents ;** and

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

WHEREAS, this contract is awarded as an open-end contract, for the period of (1) one year and the City reserves the right to extend the contract for up to (2) two additional (1) one year term pursuant to specifications and bids thereon; and

WHEREAS, the sum of **Thirty Seven Thousand, Four Hundred Seventy Four (\$37,474.92) Dollars and Nine Two Cents** , will be budgeted for the 2012, 2013, 2014 and 2015 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the funds for this purchase are available in **Account #01-201-26-291-211**; and

WHEREAS, the sum of **Seven Thousand (\$7,000.00) Dollars** is available in the 2012 temporary budget; and

Department of Public Works/Division of Building & Street Maintenance

Acct #	P.O #	Amount
01-201-26-291-211	108197	Temp. Encumb. \$7,000.00
	TOTAL CONTRACT	\$37,474.92

WHEREAS, the remaining contract funds will be made available as orders are placed in the 2012 thru 2015 temporary and permanent budgets; and

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

(continued on Page 2)

TITLE: RESOLUTION AWARDING AN OPEN-END CONTRACT TO CITY ELECTRIC SUPPLY FOR THE FURNISHING AND DELIVERING OF MATERIAL PROCUREMENT ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE

WHEREAS, if funds are not available for the contract in the 2012 thru 2015 temporary and permanent budgets, the contract will be terminated.

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

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

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

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

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

Department of Public Works/Division of Building & Street Maintenance

Acct #	P.O #	Amount
01-201-26-291-211	108197	Temp. Encumb. \$7,000.00
TOTAL CONTRACT		\$37,474.92

APPROVED _____
Peter Folgado, Purchasing Director, RPPO, QPA

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											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AWARDING AN OPEN-END CONTRACT TO CITY ELECTRIC SUPPLY FOR THE FURNISHING AND DELIVERING OF MATERIAL PROCUREMENT ELECTRICAL 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, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Three (3)

DATE BIDS WERE PUBLICLY RECEIVED:

September 20, 2012

NUMBERS OF BIDS RECEIVED:

Two (2)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Material Procurement Electrical Supplies needed for the Department of Public Works/Division of Building & Street Maintenance

BIDDER'S INFORMATION:

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

	Grand Total Bid Price
1) City Electric Supply 374 Sixth Street Jersey City, NJ 07302	\$37,474.92
2) Jewel Electric Supply, Co 455 3erd Street Jersey City, NJ 07302	\$38,963.41

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

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

Date

11/20/12


Peter Folgado, Director of Purchasing, RPPO, QPA

Clarification on
 JRM 1 18, 48, 49, 5

BID PROPOSAL / DOCUMENTS

ELECTRICAL SUPPLIES & MATERIAL

DPW / DIVISION OF BUILDINGS & STREET MAINTENANCE

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

*** Vendor must bid on the maximum number in column B

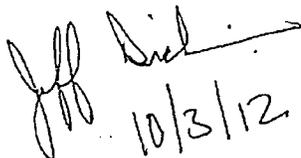
106
 10/3/12

ITEM A	***QUANTITY- MINIMUM & MAXIMUM B	DESCRIPTION C	UNIT AMOUNT D	EXTENDED AMOUNT (D X B)
1.	35-55 ea.	20 Amp G.F.I. Receptacles, Ivory, part # Leviton 6898HGI or approved equal	18.86	1037.30
2.	15-25 ea.	Honeywell Thermostats, Part # T87 or approved equal	25.99	649.75
3.	55-110 ea.	Pairs of Madison Holders or approved equal	.19	20.90
4.	2-4 ea.	1/2 " E.M.T. bender, Greenlee, part # 840 or approved equal	35.65	142.60
5.	2-4 ea.	3/4 " E.M.T. bender, Greenlee, part # 841 or approved equal	42.90	171.60
6.	100- 200 ea.	Ty Raps, 15" long, ideal, part # 15650 or approved equal	3.82 ^{1/2}	7.64
7.	15-25 ea.	1/2 " Sealtite Straight Connectors or approved equal	.93	23.25
8.	15-25 ea.	1/2 " Sealtite Angle Connectors or approved equal	1.81	45.25
9.	15 - 25 ea.	3/4 " Sealtite Straight Connectors or approved equal	1.57	39.25
10.	15 - 25 ea.	3/4 " Sealtite Angle Connectors or approved equal	2.84	71.00
11.	15 - 25 ea.	Tri - tap Bell Transformers	11.02	275.50
12.	5 -10 ea.	Silicon Control Rectifiers for door openers	16.08	160.80
13.	150 - 250 ea.	Compression Connectors Low Volt Chiclets	.5	125.00
14.	1,000 - 2,000 ft.	14 X 2 BX Wire	390 ^{1M}	780.00
15.	2,000 - 4,000 ft.	12 X 2 BX Wire	395 ^{1M}	1580.00

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
16	2 - 4 ea.	7/8" Hole Saws	3.65	14.60
17	2,000 - 4,000 ft.	12 X 3 BX Wire	687 ^{1M}	2,748.00
18	1,000 - 2,000 ea.	Plastic Anchor Boxes P/20°	1.50	30.00
19	10 - 15 ea.	1/4" Carbide Bits for Roto Hammers	3.00	45.00
20	100 - 200 ea.	Lead Shields for #12 Sheet Metal Screws, (Star)	.30	60.00
21	15 - 25 ea.	Emergency Lite Packs, Battery Pack Op.	13.22	330.50
22	15 - 25 ea.	Exit Signs Packs, Battery Pack Op.	13.22	330.50
23	15 - 25 ea.	Combination Exit & Emergency Light Packs, Battery Pack Op.	31.05	776.25
24	200 - 300 ea.	Duplex Receptacle Plates, Ivory	.20	60.00
25	50 - 100 ea.	Single Pole Switch Plates, Ivory	.20	20.00
26	10 - 20 ea.	Two Gang Duplex Receptacle Plates, Ivory	.41	8.20
27	10 - 20 ea.	Two Gang Switch Plates, Ivory	.41	8.20
28	55 - 75 ea.	3-Wire Cord Caps	3.06	224.50
29	55 - 75 ea.	3-Wire Cord Bodies	4.03	302.25
30	55 - 75 ea.	4" Rd Boxes	.71	53.25
31	5 - 10 ea.	Single Pole ST Time Clocks	41.22	412.20
32	5 - 10 ea.	Single Pole ST 7 Day Time Clocks	79.35	793.50
33	50 - 100 ea.	4" Square Boxes, 3/4 X 1/2 KO's	.59	59.00
34	30 - 50 ea.	4" Square Deep Boxes, 3/4 X 1/2	.90	45.00
35	30 - 50 ea.	4" Square Extension Collars	1.26	63.00
36	10 - 20 ea.	4 11/16" Boxes	1.32	26.40
37	200 - 400 ea.	4" Square Blank Covers	.30	120.00
38	40 - 50 ea.	4" Square Duplex Receptacle Covers	.66	33.00
39	40 - 50 ea.	4" Square Double Duplex Covers	.66	33.00
40	40 - 50 ea.	Gem Boxes Rough In	1.09	54.50
41	40 - 50 ea.	Single Pole Switch Covers	.66	33.00

JFB
10/3/12

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
42	20 - 30 ea.	Two Gang Switch Covers	0.73	21.90
43	200 - 300 ea.	2 X 4 Recessed Lighting	39.10	11,730.00
44	20 - 40 ea.	Two-Lite 96 Strips	30.00	1200.00
45	45 - 55 ea.	Two-Lite 4" Fluorescent Light Fixtures	30.00	1650.00
46	75 - 150 ea.	Two Lite #96 Ballasts, (Universal #806 or approved equal)	15.64	2,346.00
47	75 - 150 ea.	Two-Lite #48 Ballasts, (Universal #446 or approved equal)	9.02	1,353.00
48	500 - 1,000 ft.	1/2" E.M.T. Conduit	16.77	16,770.00
49	200 - 400 ft.	3/4" E.M.T. Conduit	35.44	14,176.00
50	100 - 200 ft.	1" E.M.T. Conduit	61.82	12,364.00
51	75 - 150 ea.	Single Pole 20 Amp G.E. Circuit Breakers, or approved equal	3.34	501.00
52	40 - 60 ea.	Single Pole 15 Amp G.E. Circuit Breakers, or approved equal	3.34	200.40
53	20 - 30 ea.	Two Pole 15 Amp G.E. Circuit Breakers, or approved equal	7.53	225.90
54	20 - 30 ea.	Two Pole 20 Amp G.E. Circuit Breakers, or approved equal	7.53	225.90
55	20 - 30 ea.	Two Pole 30 Amp G. E. Circuit Breakers, or approved equal	7.53	225.90
56	20 - 30 ea.	1/2" L.B. Covers & Gaskets	2.75	82.50
57	200 - 300 ea.	Duplex Receptacles or approved equal	0.41	123.00
58	100 - 200 ea.	Single Pole Switches or approved equal	0.44	88.00
59	20 - 30 ea.	Three Way Switches, Leviton or approved equal	0.96	28.80
60	40 - 50 ea.	Leviton #CR-20-1 Electrical Receptacles, or approved equal	1.03	51.50
61	0 - 20 ea.	#30-541 Ideal Wirenuts, 100 per bx	4.00 /c	80.00
62	10 - 20 ea.	#30-642 Ideal Wirenuts, 100 per bx	5.00 /c	100.00
63	5 - 10 bxs.	#30-253 Wirenuts, 100 per box	6.00 /c	60.00



 10/3/12

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
64	5 - 10 bxs.	#30-192 Wirenuts, 100 per box	8.00 /c	80.00
65	5 - 10 bxs.	#31-052 Wirenuts, 100 per box	9.00 /c	90.00
66	50 - 100 ea.	Scotch Lok Blues Wirenuts	15.00 /c	15.00
67	25 - 50 ea.	Rolls of #33 Scotch Plastic Tape	3.48	174.00
68	10 - 20 ea.	Rolls of White #35 Scotch Plastic Masking Tape, or approved equal	3.48	69.60
69	10 - 20 ea.	Rolls of Red Scotch Plastic, Masking Tape, or approved equal	.81	16.20
70	10 - 20 ea.	Rolls of Green Scotch Plastic Masking Tape, or approved equal	.81	16.20
71	5 - 10 ea.	Rolls of #23 Rubber Tape	4.31	43.10
72	125 - 250 ft.	#500 Wiremold	.86	215.00
73	40 - 50 ea.	#5747 Boxes	4.46	223.00
74	20 - 30 ea.	#5785 Boxes	2.67	80.10
75	10 - 20 ea.	#5786 Boxes	7.32	146.40
76	10 - 20 ea.	#5790-B Boxes	2.47	49.40
77	10 - 20 ea.	#5781 Boxes	2.31	46.20
78	10 - 20 ea.	#5751 Boxes	4.81	96.20
79	10 - 20 ea.	#5748 Boxes	5.40	108.00
80	10 - 20 ea.	#5747-2 Boxes	8.67	173.40
81	10 - 20 ea.	#5737-A Boxes	8.79	175.80
82	10 - 20 ea.	#5738-A Boxes	8.16	163.20
83	0 - 2 ea.	Greenlee #00113	7.17	14.34
84	6 - 12 ea.	Greenlee #00115	5.50	66.00
85	3 - 6 ea.	Greenlee #38504	8.22	49.32
86	3 - 6 ea.	Greenlee #39873 Pilot Bits	1.13	6.78
87	6 - 12 ea.	Greenlee #18-5/8	17.71	212.52
88	6 - 12 ea.	Greenlee #18-3/4	20.71	248.52
89	6 - 12 ea.	Greenlee #18-7/8	22.60	271.20

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
90	0 - 2 ea.	Greenlee #149-G-1	5.47	10.94
91	0 - 2 ea.	Greenlee #149G-3/4	4.86	9.72
92	0 - 2 ea.	Greenlee #149G-3	37.19	74.38
93	100 - 200 ea.	1/4" X 3" Toggle Bolts	9.20	18.40
94	3 - 6 ea.	1/2" Arbors for Hole Saws	4.62	27.72
95	3 - 6 ea.	7/8" X 6" Nailers	14.89	89.34
96	30 - 40 ea.	#517 Internal Elbows	1.55	62.00
97	10 - 20 ea.	#518 Internal Elbows	1.43	28.60
98	40 - 50 ea.	V504, 2 Hole Wiremold Straps	0.23	11.50
99	50 - 100 ea.	#5703, Wiremold Straps	0.34	34.00
100	40 - 50 ea.	#511 Flat Elbows	1.23	61.50
101	500 - 1,000 ft.	#10, Black THWN Wire	1M 195.00	195.00
102	500 - 1,000 ft.	#10, Red, THWN Wire	1M 195.00	195.00
103	500 - 1,000 ft.	#10 Blue, THWN Wire	1M 195.00	195.00
104	500 - 1,000 ft.	#10 White, THWN Wire	1M 195.00	195.00
105	500 - 1,000 ft.	#10, Green, THWN Wire	1M 195.00	195.00
106	125 - 250 ft.	#8 Green, THWN Wire	1M 304.00	195.00 = 76.00
107	125 - 250 ft.	#6 Green, THWN Wire	1M 469.00	117.25
108	125 - 250 ft.	#6 Black, THWN Wire	1M 469.00	117.25
100	125 - 250 ft.	#6 Red, THWN Wire	1M 469.00	117.25
110	125 - 250 ft.	#6 Blue, THWN Wire	1M 469.00	117.25
111	125 - 250 ft.	#6 White, THWN Wire	1M 469.00	117.25
112	40 - 50 ea.	4" Round Plates, (Blank)	0.29	14.50

show
↓
76.00
9/12/12

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

J.D. Jeff Dickman
10/3/12
7

BID PROPOSAL / DOCUMENTS

GRAND TOTAL PRICE – ITEMS 1 THROUGH 112

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 112. The Supplier shall be paid on minimum and maximum quantities used; however, it shall not exceed the maximum quantity without prior issuance of a change order.

INCLUSIVE

Thirty Seven Thousand Four Hundred Seventy Four and Ninety Two

(In Writing)

\$ 37,474.92

(In Figures)

The contract will be awarded based upon the grand total price for items 1 through 112. If the Grand Total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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

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

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

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

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

Representative's Name/Title Print: Jeffrey Dickman
Representative's Signature: Jeffrey Dickman
Name of Company: City Electric Supply
Tel. No.: 201-216-0015 Date: 9/19/12

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

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

Representative's Name/Title (Print): JEFFREY DICKMAN

Representative's Signature: Jeffrey Dickman

Name of Company: City Electric Supply

Tel. No.: 201-216-0015 Date: 9/19/20

**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 : City Electric Supply
Address : 374 6th St Jersey City, NJ 07302
Telephone No. : 201-216-0015
Contact Name : Jeffrey Dickman

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY _____ 2. TYPE OF BUSINESS
 1. MFG 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER

3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. **15**

4. COMPANY NAME **City Electric Supply**

5. STREET **374 6th St** CITY **Jersey City** COUNTY _____ STATE **NJ** ZIP CODE **07302**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) **N/A** CITY _____ STATE _____ ZIP CODE _____

7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ **N/A**

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT **15**

10. PUBLIC AGENCY AWARDDING CONTRACT CITY COUNTY STATE ZIP CODE
Dept. of Public Works (Maintenance) **Jersey City** **Hudson** **NJ** **07302**

Official Use Only DATE RECEIVED INAUG DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB Categories	All Employees		PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE						FEMALE					
				Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min		
Officials/Managers	1	1							1						
Professionals															
Technicians															
Sales Workers	6	6		1					4						
Office & Clerical	3		3											3	
Craftworkers (Skilled)															
Operatives (Semi-Skilled)	5	5		1	11				11						
Laborers (Unskilled)															
Service Workers															
Total															
Total employment From previous Report (if any)	15	12	3	2	2				8					3	
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? **VISUAL Survey**

13. DATES OF PAYROLL PERIOD USED FROM: **8/27/12** TO: **9/7/12**

14. IS THIS THE FIRST Employee Information Report Submitted? YES NO

15. IF NO, DATE LAST REPORT SUBMITTED **7/8/2010**

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE
JEFFREY Dickman *Jeffrey Dick* **Sales Manager** **9/19/12**

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE, AREA CODE, NO.
374 6th St **Jersey City** **Hudson** **NJ** **07302** **201-216-0015**

I certify that the information on this form is true and correct.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CITY ELECTRIC SUPPLY, LLC

Trade Name:

Address: 374 SIXTH STREET
JERSEY CITY, NJ 07302-1807

Certificate Number: 1106451

Effective Date: November 15, 2004

Date of Issuance: September 19, 2012

For Office Use Only:
20120919132325556



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1106451 FOR CITY ELECTRIC SUPPLY, LLC IS VALID.

VERIFIED
PC

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

City Clerk File No. Res. 12-828

Agenda No. 10.Z.9

Approved: NOV 28 2012

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO EXTEL COMMUNICATIONS INC., FOR THE REPLACING OF PC NETWORK CABLING SYSTEMS UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/ DIVISION OF INFORMATION TECHNOLOGY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Replacing PC Network Cabling System Destroyed By Hurricane Sandy** for the **Department of Administration/Information Technology**; and

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

WHEREAS, **Extel Communications Inc., 830 Belmont Avenue , North Haledon, NJ 07508** being in possession of **State Contract A80807**, will Replace PC Network Cabling System in the total amount of **Thirty Nine Thousand, Five Hundred (\$39,500.00) Dollars** ; and

WHEREAS, the sum of **Thirty Nine Thousand, Five Hundred (\$39,500.00) Dollars**, is available in the 2012 temporary budget in **Account No. 04-215-55-920-990**; and

WHEREAS, these funds are available for this expenditure in the Account shown below

Department of Administration/Information Technology

Acct No.	P.O. #	State Contract	Amount
04-215-55-920-990	108155	A80807	\$39,500.00

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

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

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

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

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO EXTEL COMMUNICATIONS INC., FOR THE REPLACING OF PC NETWORK CABLING SYSTEMS UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/ DIVISION OF INFORMATION TECHNOLOGY

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

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account 04-215-55-920-990

Department of Administration/Information Technology

Acct No.	P.O. #	State Contract	Amount
04-215-55-920-990	108155	A80807	\$39,500.00

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

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											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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 AWARD OF CONTRACT TO EXTEL COMMUNICATIONS, INC. FOR THE REPLACING OF PC NETWORK CABLING SYSTEMS UNDER STATE CONTRACT, FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF INFORMATION TECHNOLOGY.

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

ROBERT MAGRO, DIRECTOR, IT DIVISION

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

REPLACE PC NETWORK CABLING SYSTEMS IN THE BASEMENT OF CITY HALL DESTROYED BY HURRICANE SANDY.

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

TO MAINTAIN PC NETWORK AND VOIP TELEPHONE SERVICE IN CITY HALL THE DESTROYED CABLING INFRASTRUCTURE FOR THE BUILDING MUST BE REPLACED.

5. Anticipated Benefits to the Community:

CONTINUED/UNINTERRUPTED OPERATION OF CITY OFFICES 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.):

\$35,000.00

7. Date Proposed Program or Project will Commence:

NOVEMBER 5, 2012

8. Anticipated Completion Date:

NOVEMBER 30, 2012

9. Person Responsible for Coordinating Proposed Program/Project :

ROBERT MAGRO, IT DIRECTOR

I certify that all the facts presented herein are accurate.


Signature of Department Director

11-20-12
Date



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

PURCHASE ORDER NUMBER

108155

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

PURCHASE ORDER & VOUCHER

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # **0159952**
 BUYER **STATECONT**

DATE	VENDOR NO
11/15/2012	EX196350

VENDOR INFORMATION

EXTEL COMMUNICATIONS INC
830 BELMONT AVENUE

NORTH HALEDON NJ 07508

DELIVER TO

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

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	NETWORK CABLING PC NETWORK CABLING GOODS AND SERVICES FOR HURRICANE SANDY DISATER RECOVERY REPLACE CABLING SYSTEMS DESTROYED NJ STATE CONTRACT # T-1316 - A80807 RESO # _____ DD _____	04-215-55-920-990	39,500.0000	39,500.00

TAX EXEMPTION NO. **22-6002013**

PO Total 39,500.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

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



**JERSEY CITY
280 GROVE STREET**

SERVER ROOM

EXTEL Communications will provide Labor & Material as outlined below:

- Core (3) 4" holes with sleeve and fire stop.
- Disconnect fiber and relocate to new server room. Some fiber may need to be spliced to reach new server room.
- Terminate approximately (60) fiber connectors. Type to be decided by client.
- Install fiber boxes and coupler panels in new cabinets. Add fiber boxes and couplers if needed for splicing.
- Install approximately (50) dual CAT 5E locations with associated raceway where needed.
- Install (3) 4x4 plywood backboards for equipment / Verizon.
- Terminate, label, test and certify CAT 5E cables and fiber.
- Client to supply new cabinets for server room.
- Price is based on worse case. Project will not exceed quoted number based on items listed above. Invoice will be adjusted to actual costs.
- Price also includes any out of hours work needed.

TOTAL PROJECT COST: \$39,500.00

Agreed To and Accepted By:

Name: _____

Title: _____

Date: _____

EXTEL Communications, Inc.

QUOTE: JERSEY CITY 280 GROVE SERVER ROOM

DATE: 11/06/12

LABOR AND MATERIAL PRICING

Description	COST
<p>CORE 3 4" HOLES WITH SLEEVE AND FIRE STOP.</p> <p>DISCONNECT FIBER AND RELOCATE TO NEW SERVER ROOM. SOME FIBER MAY NEED TO BE SPLICED TO REACH NEW SERVER ROOM.</p> <p>TERMINATE APPROX 60 FIBER CONNECTORS. TYPE TO BE DECIDED BY CLIENT.</p> <p>INSTALL FIBER BOXES AND COUPLER PANELS IN NEW CABINETS. ADD FIBER BOXES AND COUPLERS IF NEEDED FOR SPLICING.</p> <p>INSTALL APPROX 50 DUAL CAT 5E LOCATIONS WITH ASSOCIATED RACEWAY WHERE NEEDED.</p> <p>INSTALL 3 4X4 PLYWOOD BACKBOARDS FOR EQUIPMENT/ VERIZON</p> <p>TERMINATE, LABEL, TEST AND CERTIFY CAT 5E CABLES AND FIBER</p> <p>CLIENT TO SUPPLY NEW CABINETS FOR SERVER ROOM.</p> <p>PRICE IS BASED ON WORSE CASE. PROJECT WILL NOT EXCEED QUOTED NUMBER BASED ON ITEMS LISTED ABOVE. INVOICE WILL BE ADJUSTED TO ACTUAL COSTS.</p> <p>PRICE ALSO INCLUDES ANY OUT OF HOURS WORK NEEDED</p>	
<p>TOTAL PROJECT COST</p>	<p>\$39,500.00</p>
SIGNATURE OF ACCEPTANCE <u></u>	
DATE <u>11-7-12</u>	

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

**T-1316
TELECOMMUNICATIONS EQUIPMENT & SERVICES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JAMES E STRYPE

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

Download All Documents

- [State Contract Manager](#) Adobe PDF (8 kb)
- [Method of Operation](#) Adobe PDF (25 kb)
- [TELECOMMUNICATIONS EQUIPMENT & SERVICES Lin](#)
- [Amendment #1 - Additional Distributors](#) Adobe PDF (19 kb)
- [Amendment #2 - Additional Distributors](#) Adobe PDF (21 kb)
- [Amendment #3 - Additional Distributors](#) Adobe PDF (19 kb)
- [Amendment #4 - Additional Distributors](#) Adobe PDF (17 kb)
- [Amendment #5 - Additional Distributors](#) Adobe PDF (21 kb)
- [Amendment #6 - Additional Distributors](#) Adobe PDF (21 kb)
- [Amendment #7 - Additional Distributors](#) Adobe PDF (21 kb)
- [Amendment #8 - Additional Distributors](#) Adobe PDF (17 kb)
- [Amendment #9 - Additional Distributors](#) Adobe PDF (17 kb)
- [Amendment #10 - Additional Distributors](#) Adobe PDF (17 kb)

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

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NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-1316
Contract #:	VARIOUS
Contract Period:	FROM: 02/01/12 TO: 01/31/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	21415
Bid Open Date:	01/06/11
CID #:	1038483
Commodity Code:	883-80
Set-Aside:	PARTIAL SMALL BUS CAT 1,2,& 3

CONDITIONS AND METHODS OF OPERATION

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

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

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

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

Questions, problems or complaints related to Cooperative Purchasing contact:
 Cooperative Purchasing Coordinator
 PO Box 230
 Trenton, NJ 08625
 (609) 984-7047

In the event of an emergency, contact the following in the order listed:		
JAMES E STRYPE	PROCUREMENT SPECIALIST	609-341-2977
	PUB DATE:	10/05/12

VENDOR INFORMATION	
Vendor Name & Address:	ALCATEL LUCENT USA INC 600 MOUNTAIN AVE MURRAY HILL, NJ 07974
Contact Person:	DANIEL FAURLIN
Contact Phone:	818-878-4979
Order Fax:	732-681-0105
Contract#:	80804
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

Vendor Name & Address:	EXTEL COMMUNICATIONS INC 830 BELMONT AVE NORTH HALEDON, NJ 07508
Contact Person:	THOMAS M RICHE
Contact Phone:	973-427-3900
Order Fax:	973-427-0008
Contract#:	80807
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	10 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

Vendor: EXTEL COMMUNICATIONS INC		Contract Number: 80807			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 939-72-057373 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: SEI - MAINTENANCE, MOVES, CHANGES, UPGRADES AND ADD-ON TO EXISTING SYSTEMS. BRAND: SEI	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 939-72-057357 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: TONE COMMANDER - MAINTENANCE, MOVES, CHANGES, UPGRADES AND ADD-ON TO EXISTING SYSTEMS, BRAND: TONE COMMANDER DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 939-72-077348 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: TOSHIBA -MAINTENANCE, MOVES, CHANGES, UPGRADES, ADD-ON TO EXISTING SYSTEMS BRAND: TOSHIBA DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 725-95-077356 [RADIO COMMUNICATION, TELEPHONE, AND...] ITEM DESCRIPTION: REFURBISHMENT OF TELEPHONE SETS SCHEDULE N DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 725-55-077350 [RADIO COMMUNICATION, TELEPHONE, AND...] ITEM DESCRIPTION: U P S - PRICING ON SCHEDULE F DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-79-077352 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: TECHNICAL SUPPORT SERVICE - SCHEDULE J DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 915-79-077353	1.000	HOUR	NET	N/A

	[COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: DEDICATED SERVICE TECHNICIAN - SCHEDULE K DELIVERY: 10 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 915-79-077354 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: TRAINING - SCHEDULE L DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 915-79-077355 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: PROJECT ENGINEERING, PROJECT MANAGEMENT, SITE MANAGEMENT SERVICE - SCHEDULE M DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 915-79-077361 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE -ALL INCLUSIVE ON-SITE: SCHEDULE G DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-79-077362 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE DEPOT SCHEDULE H DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 915-79-077363 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE TIME & MATERIAL ON-SITE - SCHEDULE I DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 936-84-079486 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: HOURLY LABOR RATES - SCHEDULE X DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: EXTEL COMMUNICATIONS, INC.

Trade Name:

Address: 830 BELMONT AVE
NORTH HALEDON, NJ 07508-2339

Certificate Number: 0102634

Effective Date: November 23, 1987

Date of Issuance: November 09, 2012

For Office Use Only:

20121109145135133

CITY OF JERSEY CITY

RESOLUTION:

VENDOR:

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized	P.V.	
B. Public Disclosure Statement	P.V.	
C. Mandatory Affirmative Action Language	P.V.	
D. Americans with Disabilities Act	P.V.	
E. Affirmative Action Compliance Notice	P.V.	
F. MWBE Questionnaire (2 copies)	P.V.	
G. Form AA302 – Employee Information Report	P.V.	
H. Business Registration Certificate	N/A	Verified online ✓
I. Original signature(s) on all required forms.	P.V.	

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 EXTEL COMMUNICATIONS, INC (name of business entity) has not made any reportable contributions in the **one-year period preceding 3-1-12 (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 EXTEL COMMUNICATIONS, 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: EXTEL COMMUNICATIONS, INC

Signed: Roy Hopper Title: V-P

Print Name: Roy Hopper Date: 3-1-12

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

My Commission expires:

Go in Judge
(Affiant)
Conventer AIRCOMA
(Print name & title of affiant) (Corporate Seal)

1/17/17
[Signature]

THOMAS M RIGHE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 17, 2017

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

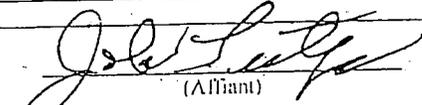
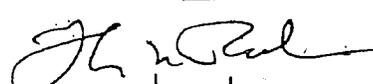
Check the box that represents the type of business organization:

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

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

Stockholders:

Name: <u>THOMAS M RICHE</u>	Name:
Home Address: <u>478 STERLING PL RIDGECWOOD NJ 07450</u>	Home Address:
Name: <u>Roy Hopper</u>	Name:
Home Address: <u>5 LEMAPE TRAIL OAK RIDGE NJ 07430</u>	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>1st</u> day of <u>MARCH</u> , 20 <u>12</u>	 (Alliant)
(Notary Public) 	<u>JOHN W. TREASON, Director</u> (Print name & title of alliant)
My Commission expires: <u>THOMAS M RICHE</u> NOTARY PUBLIC	(Corporate Seal)

STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 17, 2017

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

Part I - Vendor Affirmation

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

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

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Thomas M Riche	478 STERLING PL RIDGEWOOD NJ 07450
Roy Hopper	5 LENAPE TRAIL OAK RIDGE NJ 07439

Part 3 - Signature and Attestation:

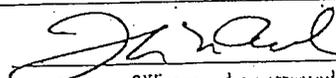
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: EXTEL COMMUNICATIONS INC

Signature of Affiant: Roy Hopper Title: VP

Printed Name of Affiant: Roy Hopper Date: 3-1-12

Subscribed and sworn before me this 6th day of March, 2012


 (Witnessed or attested by)

My Commission expires: 11/7/17

(Seal)

THOMAS M RICHE
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES JAN. 17, 2017

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Thomas M Riche	478 STERLING PL RIDGEMOOD NJ 07450	80
Ray Hopper	5 LEWIS TRAIL OAK RIDGE NJ 07438	20

SIGNATURE: Ray Hopper

TITLE: V.P.

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY 1st March OF 2017

(TYPE OR PRINT NAME OF AFFILIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NJ
MY COMMISSION EXPIRES: 2017 1/17/17 John Paul

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

THOMAS M RICHE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 17, 2017

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

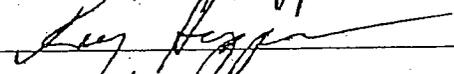
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish 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. 10:5-31 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): Doug Hopper VP

Representative's Signature: 

Name of Company: EXTEL COMMUNICATIONS, INC

Tel. No.: 973-427-3900 Date: 3-1-12

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

The contractor and the City of JERSEY CITY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Ray Hopper VP

Representative's Signature: Ray Hopper

Name of Company: EXTEL COMMUNICATIONS, INC

Tel. No.: 973-427-7900 Date: 3-1-12

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: EXTTEL COMMUNICATIONS, INC

Address: 830 BELMONT AVE N. HAZLEDEN NJ 07508

Telephone No.: 973-427-3900

Contact Name: Roy Hopper

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.

OFFICE OF EQUAL OPPORTUNITY COPY

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM-11. For instructions on completing the form, go to www.state.nj.gov/eop.

SECTION A - COMPANY IDENTIFICATION

1. FID NUMBER OR SOCIAL SECURITY: 22-291-016

2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 16

4. COMPANY NAME: EXTEL Communications, Inc

5. CITY: North Haledon COUNTY: Passaic STATE: NJ ZIP CODE: 07508

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE SO INDICATE): N/A CITY: STATE: ZIP CODE:

7. IS THIS COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 16

9. FEDERAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 16

10. PUBLIC AGENCY AWARDED CONTRACT: State of New Jersey CITY: COUNTY: STATE: ZIP CODE:

Official Use Only

DATE RECEIVED: _____

ASSIGNED CERTIFICATION NUMBER: 23649

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 SUM!**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE						
				BLACK	HISPANIC	AMER INDIAN	ASIAN	NON-MIN	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON-MIN		
Officials/Managers	2	2													
Professionals	2	2													
Technicians	7	7		1											
Sales Workers	2	1	1												
Office & Clerical	3	0	3							1					
Craftworkers (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
TOTAL	16	12	4	1						1					
Total employment from previous Report (if any)															
Temporary & Part Time Employees															

The data below shall NOT be included in the figures for the appropriate categories above

12. FROM WHAT INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED: 1. Vendor Status 2. Employment Record 3. Other (Specify):

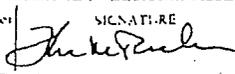
13. IS THIS THE FIRST Employee Information Report Submitted? YES: NO:

14. DATES OF PAYROLL PERIOD USED: From 12/1/11 To 12/31/11

15. IS IT NO. DAILY AS REPORT SUBMITTED: NO. DAY YEAR: 09/15/04

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Thomas M. Riche

SIGNATURE: 

TITLE: President

DATE: 01/26/12

17. ADDRESS NO & STREET: 830 Belmont Avenue CITY: North Haledon COUNTY: Passaic STATE: NJ ZIP CODE: 07508 PHONE-AREA CODE NO. EXTENSION: 973 - 427 - 3900

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

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

Business Name: EXTEL COMMUNICATIONS, INC

Address: 830 BELMONT AVE N. Haledon NJ 07508

Telephone No.: 973-427-3900

Contact Name: Ray Hopper

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

City Clerk File No. Res. 12-829

Agenda No. 10.Z.10

Approved: NOV 28 2012

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO HIGH POINT SOLUTIONS, INC FOR DELIVERY AND SUPPLY OF CISCO NETWORK EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/ DIVISION OF INFORMATION TECHNOLOGY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **The Purchase of Cisco Network Equipment to Replace Items For Disaster Recovery Damaged By Hurricane Sandy** for the **Department of Administration/Information Technology**; and

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

WHEREAS, **High Point Solutions, Inc. , 5 Gail Court , Sparta, NJ 07871** being in possession of **State Contract A73979**, will deliver and Supply Cisco Equipment in the total amount of **One Hundred Fifteen Thousand, Nine Hundred Fourteen (\$115,914.36) Dollars and Thirty Six Cents**; and

WHEREAS, the sum of **One Hundred Fifteen Thousand, Nine Hundred Fourteen (\$115,914.36) Dollars and Thirty Six Cents**; is available in the 2012 budget in **Account No. 04-215-55-920-990**; and

WHEREAS, these funds are available for this expenditure in the Account shown below

Department of Administration/Information Technology

Acct No.	P.O #	State Contract	Amount
04-215-55-920-990	108138	A73979	\$115,914.36

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

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

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

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

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO HIGH POINT SOLUTIONS, INC FOR DELIVERY AND SUPPLY OF CISCO NETWORK EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/ DIVISION OF INFORMATION TECHNOLOGY

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

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account 04-215-55-920-990

Department of Administration/Information Technology

Acct No.	P.O #	State Contract	Amount
04-215-55-920-990	108138	A73979	\$115,914.36

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

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

Certification Required
 Not Required APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.28.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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 AWARD OF CONTRACT TO HIGH POINT SOLUTIONS, INC. FOR DELIVERY AND SUPPLY OF CISCO NETWORK EQUIPMENT UNDER STATE CONTRACT, FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF INFORMATION TECHNOLOGY.

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

ROBERT MAGRO, DIRECTOR, IT DIVISION

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

REPLACE CISCO PC NETWORK EQUIPMENT IN THE BASEMENT OF CITY HALL DESTROYED BY HURRICANE SANDY.

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

TO MAINTAIN PC NETWORK AND VOIP TELEPHONE SERVICE IN CITY HALL THE DESTROYED CISCO NETWORK EQUIPMENT FOR THE BUILDING MUST BE REPLACED.

5. Anticipated Benefits to the Community:

CONTINUED/UNINTERRUPTED OPERATION OF CITY OFFICES 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.):

\$115,914.36

7. Date Proposed Program or Project will Commence:

NOVEMBER 29, 2012

8. Anticipated Completion Date:

FEBRUARY 1, 2013

9. Person Responsible for Coordinating Proposed Program/Project :

ROBERT MAGRO, IT DIRECTOR

I certify that all the facts presented herein are accurate.


Signature of Department Director

11-20-12
Date



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

FA

PURCHASE ORDER NUMBER
108138

REQUISITION # 0159951
BUYER STATECONT

PURCHASE ORDER & VOUCHER

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

DATE	VENDOR NO.
11/13/2012	HI696138MV

VENDOR INFORMATION

HIGH POINT SOLUTIONS, INC
5 GAIL COURT

SPARTA NJ 07871

DELIVER TO

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

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	CISCO EQUIPMENT PURCHASE OF CISCO NETWORK EQUIPMENT HURRICANE SANDY DISASTER RECOVERY TO REPLACE ITEMS DESTROYED IN THE BASEMENT OF CITY HALL HIGH POINT QUOTES : CJC110612/ CJC110212 NJ STATE CONTRACT # M-7000 - A73979 WSCA RESO # _____ DD _____	04-215-55-920-990	115,914.3600	115,914.36

TAX EXEMPTION NO. 22-6002013

PO Total 115,914.36

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: HIGH POINT SOLUTIONS, INC.
Trade Name:
Address: 5 GAIL COURT
SPARTA, NJ 07871-3438
Certificate Number: 0674287
Effective Date: September 12, 1996
Date of Issuance: November 09, 2012

For Office Use Only:
20121109143710548



6 Gall Court
 Sparta, NJ 07871
 www.highpoint.com

Question Number: CQ110613
 Date: November 6, 2012

Price Quote

Company:
 Contact:
 Email:
 Phone:
 Fax:

Sales Person:
 Phone:
 Cell:
 Email:
 Freight On Board Charge:
 Terms: NET30
 Warranty: Manufacturer

Item #	Mfr.	Part Number	Description	Qty.	Unit Price	Ext. Price
1	Cisco	WS-C3560X-24P-S	Catalyst 3560X 24 Port PoE IP Base	1	\$ 5,100.00	\$ 5,100.00
2	Cisco	CON-SMT-3560X-PS	SMARTNET 3560X Catalyst 3560X 24 Port PoE IP Base	1	\$ 470.00	\$ 470.00
3	Cisco	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1	\$ -	\$ -
4	Cisco	CAB-CONSOLE-USB	Console Cable 8 ft with USB Type A and mini-B	1	\$ 30.00	\$ 30.00
5	Cisco	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1	\$ 300.00	\$ 300.00
6	Cisco	3358XPACT-15002SE	CAT 3560X IOS IP BASE WITH WEB BASED DEV MGR	1	\$ -	\$ -
7	Cisco	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1	\$ -	\$ -
8	Cisco	WS-C3560X-48P-S	Catalyst 3560X 48 Port PoE IP Base	1	\$ 9,000.00	\$ 9,000.00
9	Cisco	CON-SMT-3560X-PS	SMARTNET 3560X Catalyst 3560X 48 Port PoE IP Base	1	\$ 470.00	\$ 470.00
10	Cisco	C3KX-PWR-715WAC	Catalyst 3K-X 715W AC Power Supply	1	\$ -	\$ -
11	Cisco	CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1	\$ -	\$ -
12	Cisco	CAB-CONSOLE-USB	Console Cable 8 ft with USB Type A and mini-B	1	\$ 30.00	\$ 30.00
13	Cisco	C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	1	\$ 300.00	\$ 300.00
14	Cisco	S3560XIPSTR-12002SE	CAT 3560X IOS IP BASE WITH WEB BASED DEV MGR	1	\$ -	\$ -
15	Cisco	GL-C3KX-MAN	GE SFP 1.0 connector SX transceiver	4	\$ 500.00	\$ 2,000.00

Sub Total: \$ 11,466.00
 Shipping & Handling: \$ -
 Sales Tax: \$ -
 Total: \$ 11,466.00

Quote valid for 30 days.

High Point Confidential

11,466.40



The Fastest Network And IT Solutions Provider

5 Gail Court 973 940 0400
 Sparta, NJ 07871 www.highpoint.com

Quotation Number: CJC110212
 Quotation Date: November 2, 2012

Price Quote

Quotation for:
 Company: The City of Jersey City
 Contact: Victor Alves
 Email: victor.alves@nj.gov
 Phone: 973 261 1100
 Fax: 973 261 1100

Sales Person: Robert S. Kinison
 Phone: 973 940 6552
 Cell: 908 228 1492
 Email: rskinson@highpoint.com
 Freight On Board: Origin
 Terms: NET30
 Warranty: Manufacturer

Item #	Mfr.	Part Number	Description	Qty.	List Price	Unit Price	Ext Price
1	Cisco	WS-C6509-E	Catalyst 6500 Enhanced 9-slot chassis 14RU no PS no Fan Tray <i>FA</i>	1	\$ 9,500.00	\$ 5,890.00	\$ 5,890.00
2	Cisco	CON-SNT-WS-C6509	8x5NBD ServiceCatalyst 6509 <i>FA</i>	1	\$ 6,825.00	\$ 6,006.00	\$ 6,006.00
3	Cisco	WS-X6724-SFP	Catalyst 6500 24-port Gige Mod. fabric-enabled (Req. SFPs) <i>FA</i>	1	\$ 15,000.00	\$ 9,300.00	\$ 9,300.00
4	Cisco	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$ -	\$ -	\$ -
5	Cisco	GLC-SX-MM	GE SFP LC connector SX transceiver	16	\$ 500.00	\$ 310.00	\$ 4,960.00
6	Cisco	MEM-XCCEF720-256M	Catalyst 6500 256MB DDR XCEF720 (67xx interface DFCA)	1	\$ -	\$ -	\$ -
7	Cisco	WS-X6148E-GE-45AT	Cat6500 48-Port PoE+ ready 10/100/1000 w/Jumbo Frame <i>FA</i>	1	\$ 9,000.00	\$ 5,580.00	\$ 5,580.00
8	Cisco	WS-X6148E-GE-45AT	Cat6500 48-Port PoE+ ready 10/100/1000 w/Jumbo Frame <i>FA</i>	1	\$ 9,000.00	\$ 5,580.00	\$ 5,580.00
9	Cisco	WS-CAC-6000W	Cat6500 6000W AC Power Supply	2	\$ 5,000.00	\$ 3,100.00	\$ 6,200.00
10	Cisco	CAB-AC-2500W-US1	Power Cord 250Vac 18A straight blade NEMA 6-50 plug US	4	\$ -	\$ -	\$ -

FA

11	Cisco	WS-C6509-E-FAN	Catalyst 6509-E Chassis Fan Tray	1	\$ 495.00	\$ 306.90	\$ 306.90
12	Cisco	CONNECTOR-KIT	Connector Kit	1	\$ -	\$ -	\$ -
13	Cisco	WS-SUP720-3B	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3B	1	\$ 33,000.00	\$ 20,460.00	\$ 20,460.00
14	Cisco	BF-S720-64MB-RP	Boothash for SUP720-64MB-RP	1	\$ -	\$ -	\$ -
15	Cisco	MEM-MSFC2-512MB	Catalyst 6500 512MB DRAM on the MSFC2 or SUP720 MSFC3	1	\$ -	\$ -	\$ -
16	Cisco	MEM-S2-512MB	Catalyst 6500 512MB DRAM on the Supervisor (SUP2 or SUP720)	1	\$ -	\$ -	\$ -
17	Cisco	S730ISK9-12233SXJ	Cisco CAT8000-SUP720 IOS IP SERVICES SSH	1	\$ -	\$ -	\$ -
18	Cisco	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G	1	\$ -	\$ -	\$ -
19	Cisco	MEM-C6K-CP-TFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	1	\$ -	\$ -	\$ -
20	Cisco	WS-SUP720-3B	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3B	1	\$ 33,000.00	\$ 20,460.00	\$ 20,460.00
21	Cisco	BF-S720-64MB-RP	Boothash for SUP720-64MB-RP	1	\$ -	\$ -	\$ -
22	Cisco	MEM-MSFC2-512MB	Catalyst 6500 512MB DRAM on the MSFC2 or SUP720 MSFC3	1	\$ -	\$ -	\$ -
23	Cisco	MEM-S2-512MB	Catalyst 6500 512MB DRAM on the Supervisor (SUP2 or SUP720)	1	\$ -	\$ -	\$ -
24	Cisco	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G	1	\$ -	\$ -	\$ -
25	Cisco	MEM-C6K-CP-TFL512M	Catalyst 6500 Sup720/Sup32 Compact Flash Mem 512MB	1	\$ -	\$ -	\$ -
26	Cisco	WS-X6724-SFP	Catalyst 6500 24-port Gige Mod: fabric-enabled (Req. SFPs)	1	\$ 15,000.00	\$ 9,300.00	\$ 9,300.00
27	Cisco	GLC-SX-MM	GE SFP LC connector SX transceiver	16	\$ 500.00	\$ 310.00	\$ 4,960.00
28	Cisco	MEM-XCEF720-256M	Catalyst 6500 256MB DDR XCEF720 (67xx interface DFC3A)	1	\$ -	\$ -	\$ -
29	Cisco	WS-F6700-CFC	Catalyst 6500 Central Fwd Card for WS-X67xx modules	1	\$ -	\$ -	\$ -
30	Cisco	AIR-CT2504-15-K9	2504 Wireless Controller with 15 AP Licenses	1	\$ 3,895.00	\$ 2,414.90	\$ 2,414.90
31	Cisco	CON-SNT-CT2515	SMARTNET BX5XNBD 2504 Wireless LAN Controller with 15 AP	1	\$ 312.00	\$ 274.56	\$ 274.56

FA

11/6/2012

104,447.96

32	Cisco	AIR-CT2504-K9	2504 Wireless Controller with 0 AP Licenses	1	\$ -	\$ -	\$ -	\$ -
33	Cisco	AIR-CT2504-SW-7.3	Cisco 2504 Wireless Controller SW Rel. 7.3	1	\$ -	\$ -	\$ -	\$ -
34	Cisco	CAB-AC2	AC Power cord North America	1	\$ -	\$ -	\$ -	\$ -
35	Cisco	AIR-CT2504-RMINT	2504 Wireless Controller Rack Mount Bracket	1	\$ 95.00	\$ 58.90	\$ -	\$ 58.90
36	Cisco	AIR-CT2504-CCBL	2504 Wireless Controller Console Cable	1	\$ -	\$ -	\$ -	\$ -
37	Cisco	LIC-CT2504-5	5 AP License for 2504 WLAN Controller	3	\$ -	\$ -	\$ -	\$ -
38	Cisco	LIC-CT2504-BASE	Base Software License	1	\$ -	\$ -	\$ -	\$ -
39	Cisco	CISCO2911K9	Cisco 2911 w/3 GE 4 EHWIC 2 DSP 1 SM 256MB CF 512MB DRAM 1PB	1	\$ 2,695.00	\$ 1,670.90	\$ -	\$ 1,670.90
40	Cisco	CON-SNT-2911	SMARTNET 8X5XNBD Cisco 2911 w/3 GE4	1	\$ 440.00	\$ 387.20	\$ -	\$ 387.20
41	Cisco	S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1	\$ -	\$ -	\$ -	\$ -
42	Cisco	HWIC-DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	1	\$ 1,000.00	\$ 620.00	\$ -	\$ 620.00
43	Cisco	PWR-2911-AC	Cisco 2911 AC Power Supply	1	\$ -	\$ -	\$ -	\$ -
44	Cisco	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1	\$ -	\$ -	\$ -	\$ -
45	Cisco	CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	1	\$ 30.00	\$ 18.60	\$ -	\$ 18.60
46	Cisco	SL-29-1PB-K9	1P Base License for Cisco 2901-2951	1	\$ -	\$ -	\$ -	\$ -
47	Cisco	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	\$ -	\$ -	\$ -	\$ -
48	Cisco	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	\$ -	\$ -	\$ -	\$ -
49	Cisco	MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1	\$ -	\$ -	\$ -	\$ -

Sub Total: \$ 104,447.96
 Shipping & Handling: \$ -
 Sales Tax: \$ -
 Total: \$ 104,447.96

Quote valid for 30 days.

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

**M-7000
DATA COMM. & NETWORK EQUIPMENT**

Vendor Information
Authorized Dealers
By Vendor
Email to MARIANNE BIXLER

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

Download All Documents

- NOA Text & Method of Operation Adobe PDF (239 kb)
- State Contract Manager Adobe PDF (18 kb)
- Amendment #1 - Contract Extension #1 to 5/31/2012 Adobe PI (18 kb)
- Amendment #2 - Contract Assignment Adobe PDF (17 kb)

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

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

[NOAs By Number](#)

[NOAs By Title](#)

[Search NOAs](#)

Index #:	M-7000
Contract #:	VARIOUS
Contract Period:	FROM: 04/20/09 TO: 05/31/12
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Purchase Bureau Use:	
Solicitation #:	21015
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

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

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

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

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

Questions, problems or complaints related to Cooperative Purchasing contact:

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

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

MARIANNE BIXLER	BUYER	609-292-2194
KEVIN MOORE	BUYER SUPERVISOR	609-292-1256
	PUB DATE:	01/24/12

Vendor Name & Address:	CISCO SYSTEMS INC 170 WEST TASMAN DR SAN JOSE, CA 95134
Contact Person:	MIKE SLOAN
Contact Phone:	732-635-4346
Order Fax:	000-000-0000
Contract#:	73979
Expiration Date:	05/31/12
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 73979	Title: DATA COMM. & NETWORK EQUIPMENT
Dealer/Distributor Name & Address:	ASPIRE TECHNOLOGY PARTNERS 100 VILLAGE COURT 3FL HAZELET NJ 07730
Contact Person:	JOHN C HARRIS
Contact Phone:	732-847-9600
Dealer/Distributor Name & Address:	BLUEWATER COMMUNICATIONS 110 PARKWAY DRIVE S HAUPPAUGE NY 11788-2012
Contact Person:	DONALD PARKES
Contact Phone:	732-635-2583
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
Contact Person:	CHRIS POPIELSKI
Contact Phone:	800-808-4239
Dealer/Distributor Name & Address:	CONTINENTAL RESOURCES INC 27 WORLDS FAIR DR SOMERSET NJ 08873
Contact Person:	LOU DEMARCO
Contact Phone:	732-748-3630
Dealer/Distributor Name & Address:	DIMENSION DATA NA 11006 RUSHMORE DR/STE 300 CHARLOTTE NC 28277
Contact Person:	ED ACKER
Contact Phone:	704-969-2200
Dealer/Distributor Name & Address:	DYNTEK 5 GREENTREE CENTER 525 LINCOLN DR W/STE 310 MARLTON NJ 08053
Contact Person:	FRED GIBBONS
Contact Phone:	856-834-1131
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 127 GAITHER DR/STE 127-B MT LAUREL NJ 08054
Contact Person:	KEN OGBORN
Contact Phone:	609-528-8920
Dealer/Distributor Name & Address:	HIGH POINT SOLUTIONS 5 GAIL COURT SPARTA NJ 07871
Contact Person:	MICHAEL MENDIBURU
Contact Phone:	973-940-0040
Dealer/Distributor Name & Address:	JOHNSTON COMMUNICATION 322 BELLEVILLE TURNPIKE NORTH ARLINGTON NJ 07031
Contact Person:	PHILIP JOHNSTON
Contact Phone:	201-991-7400
Dealer/Distributor Name & Address:	MILLENNIUM COMMUNICATIONS GRP 11 MELANIE LANE UNIT 13 EAST HANOVER NJ 07936
Contact Person:	GARY W HARTWIG
Contact Phone:	973-503-1313
Dealer/Distributor Name & Address:	NWN CORPORATION 130 GAITHER DR/STE 100 MT LAUREL NJ 08054
Contact Person:	CHARLES FREEMAN
Contact Phone:	856-914-5605
Dealer/Distributor Name & Address:	OFFICE BUSINESS SYSTEMS HOLDNG OFFICE BUSINESS SYSTEMS 600 M RYERSON RD LINCOLN PARK NJ 07035
Contact Person:	DOUGLAS H SMITH
Contact Phone:	973-575-6550
Dealer/Distributor Name & Address:	PRESIDIO NETWORKED SOLUTIONS 10 SIXTH RD WOBURN MA 01801
Contact Person:	JACKIE ARNETT

Contact Phone:	781-638-2253
Dealer/Distributor Name & Address:	PROMEDIA TECHNOLOGY SVCS INC 535 US HIGHWAY 46 LITTLE FALLS NJ 07424
Contact Person:	WM PAUL NOLAN
Contact Phone:	973-253-7600
Dealer/Distributor Name & Address:	RFP SOLUTIONS INC 10-F GREENWOOD AVE WOODBURY NJ 08096
Contact Person:	ALFRED J PALUMBO
Contact Phone:	609-686-0888
Dealer/Distributor Name & Address:	TRANS TEC LLC 140 LITTLETON RD/STE 210 PARSIPPANY NJ 07054
Contact Person:	GARY ECKERT
Contact Phone:	201-440-8585
Dealer/Distributor Name & Address:	VERIZON NETWORK INTEGRATION CORP 201 CENTENNIAL AVE PISCATAWAY NJ 08854
Contact Person:	VICTOR SAVOIA
Contact Phone:	856-661-4143

Vendor: CISCO SYSTEMS INC		Contract Number: 73979			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 206-64-077584 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 1 - ROUTERS; BRIDGES; MODEMS; SERIAL INTERFACE CARDS; WAN INTERFACE CARDS (WIC); TRANCEIVERS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
00002	COMM CODE: 206-64-077625 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 2 - SWITCHES; NETWORK ADAPTORS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
00003	COMM CODE: 206-64-077626 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 3 - WIRELESS ETHERNET; ALL WIRELESS PRODUCTS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
00004	COMM CODE: 206-64-077627 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 4 - SECURITY EQUIPMENT & SOLUTIONS FIREWALLS; DOMAIN NAME SYSTEM (DNS) SERVER; NETWORK ALARM SYSTEMS; SECURE SOCKET LAYER (SSL); VIRTUAL PRIVATE NETWORK (VPN) APPLIANCE FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
00005	COMM CODE: 206-64-077628 [COMPUTER HARDWARE AND	1.000	EACH	NET	N/A

	PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 5 - MONITORING AND MANAGEMENT SOLUTIONS; NETWORK MANAGEMENT APPLIANCES FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 206-64-077629 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 6 - OTHER NETWORK-CENTRIC SOLUTIONS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 206-64-077630 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 7 - MULTI-FUNCTION SOLUTIONS, WHICH INCLUDES PRODUCTS THAT ARE MERGING INTO MULTI-FUNCTION PLATFORMS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 206-64-077631 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 8 - DENSE WAVE NETWORKING SYSTEMS INCLUDES WAVELENGTH-DIVISION MULTIPLEXING (WDM) OR DIVISIONAL WDM (DWDM) PRODUCTS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 206-64-077632 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 9 - OPTICAL/SONET NETWORKING SYSTEM FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA,	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	<p>PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO</p> <p>COMM CODE: 206-64-077633 [COMPUTER HARDWARE AND PERIPHERALS FOR...]</p> <p>ITEM DESCRIPTION: AREA 10 - APPLICATION FRONT END PRODUCTS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO</p>	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	<p>COMM CODE: 920-37-077634 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]</p> <p>ITEM DESCRIPTION: NETWORK-RELATED SERVICES SUCH AS: NETWORK-CENTRIC DESIGN AND PLANNING; NETWORK-CENTRIC INSTALLATION, CONFIGURATION OR MIGRATION; NETWORK TESTING; NETWORK MAINTENANCE OR WARRANTY NETWORK TECHNICAL SUPPORT; NETWORK TRAINING DELIVERY: 30 DAYS ARO</p>				

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 High Point Solutions 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 2012 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Richardson Election Fund	Steven Fulop for Jersey City Inc.
Lavarro Election Fund	Massey Election Fund
Friends of Michael Sottolano	
Friends of David Donnelly	Healy for Mayor
Friends of Nidia Lopez	

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Michael Mendiburu	25 Haggerty Rd. Sussex NJ 07461
Thomas Mendiburu	9 Burning Hollow Rd. Saddle River, NJ 07458

Part 3 - Signature and Attestation:

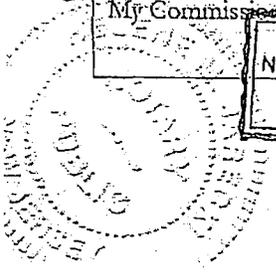
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: High Point Solutions, Inc.

Signed: [Signature] Title: CFO
Print Name: SANDRA CURRAN Date: 6-5-12

Subscribed and sworn before me this 5th day of June, 2012
My Commission expires: [Signature]
Sandra Curran, CFO
(Print name & title of affiant) (Corporate Seal)

HELENE M. JARECKI
Notary Public, State of New Jersey
My Commission Expires
March 25, 2017



**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 High Point Solutions (name of business entity) has not made any reportable contributions in the **one-year period preceding June 28, 2012 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract High Point Solutions 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: High Point Solutions Inc

Signed [Signature] Title: CEO

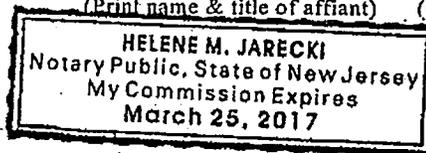
Print Name Sandra Corrao Date: 6-28-12

Subscribed and sworn before me this 28th day of June, 2012.

[Signature]
(Affiant)

My Commission expires:

(Print name & title of affiant) (Corporate Seal)



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

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 High Point Solutions 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 2012 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Richardson Election Fund	Steven Fulop for Jersey City Inc.
Lavarro Election Fund	Massey Election Fund
Friends of Michael Sottolano	
Friends of David Donnelly	Healy for Mayor
Friends of Nidia Lopez	

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Michael Mendiburu	25 Haagerly Rd. Sussex NJ 07461
Thomas Mendiburu	9 Burning Hollow Rd. Saddle River, NJ 07458

Part 3 - Signature and Attestation:

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

Name of Business Entity: High Point Solutions, Inc.

Signed: [Signature] Title: CEO

Print Name: SANDRA CURRAN Date: 6-5-12

Subscribed and sworn before me this 5th day of

June, 2012

My Commission expires:

HELENE M. JARECKI
Notary Public, State of New Jersey
My Commission Expires
March 25, 2017

[Signature]
(Affiant)
Sandra Curran, CEO
(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 High Point Solutions (name of business entity) has not made any reportable contributions in the **one-year period preceding June 28, 2012 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract High Point Solutions 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: High Point Solutions, Inc

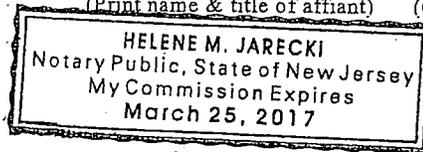
Signed [Signature] Title: CFO

Print Name Sandra Curran Date: 6-28-12

Subscribed and sworn before me this 28th day of June, 2012. [Signature]
(Affiant)

My Commission expires:

(Print name & title of affiant) (Corporate Seal)



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

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

City Clerk File No. Res. 12-12-830

Agenda No. 10.7.11

Approved: NOV 28 2012

TITLE:



Resolution Honoring Thomas McCann On the Occasion of His Retirement

WHEREAS, Thomas (Tom) McCann was born on Halloween in Jersey City at the Margaret Hague Hospital during the Baby Boom years. Tom McCann attended Hudson Catholic High School, where he earned All-State Honors in Track. His remarkable record time set in 1970 remains unbeaten for the Jersey City High School Varsity Cross Country course in Lincoln Park. He received an athletic scholarship and continued his education at Saint Peter's College majoring in Accounting; and

WHEREAS, Thomas McCann began his professional career at International Harvester. He went on to earn degrees in Diesel Engines and Major Equipment Components. In 1982, Tom joined the Hudson County Division of Parks as Assistant Division Chief and was promoted to Division Chief in 1991. He has served as a Commissioner of the Hudson County Open Space Trust Committee that has worked diligently since its creation in 2004 to add parkland and recreational opportunities to each municipality within the County. He is very proud of the accomplishments of the Hudson County Open Space Trust Fund. His knowledge of park development costs and familiarity with open space opportunities was an invaluable asset to the Committee's success; and

WHEREAS, Thomas McCann is on call 24 hours a day. He has worked tirelessly to improve the recreational facilities in all the parks with new playgrounds, tennis courts, running tracks, basketball courts, dog runs and artificial turf fields in several of the parks. Tom has walked every inch of each park. For the past two years, Tom has guided the planning, engineering and allocation of funding for the complete restoration of the Park Fountain; and

WHEREAS, Thomas McCann was instrumental in the founding and establishment of the Hudson County Sports Hall of Fame that recognizes local athletes, coaches and individuals that have had or made significant accomplishments in their sports careers. For 21 years, Tom organized the annual dinner and induction ceremony; and

WHEREAS, Thomas McCann worked with the Special Olympics for more than ten years, first as an official starter and then as a hugger. He has coached children's baseball in almost every Hudson County community including 10 years coaching his alma mater, Hudson Catholic High School. Tom volunteered 30 years with the Jersey City Little Leagues. The Greenville American Little League dedicated a batting cage at Caven Point in his honor. Since 1991, the Lincoln Park Little League has honored him each year for his dedication to children's sports; and

WHEREAS, Thomas McCann has received many accolades, awards, Senate citations and Congressional recognition for his dedication to the Hudson County Parks. He was honored by New York-New Jersey Baykeeper in 2003 and the Hackensack Riverkeeper in 2006 at their Annual Awards Ceremonies for his steadfast preservation and protection of the unique habitats within the Hudson County Parks; and

WHEREAS, Thomas McCann has been married to his wife Joanne for 37 years. They are the proud parents of two children. Family time is very important to the McCann; and

WHEREAS, Thomas McCann, has after 30 outstanding years of dedication to Hudson County, has decided to retire and will be honored by friends, colleagues and family members on November 29, 2012 at the Casino in the Park in Jersey City, New Jersey.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Thomas McCann on the occasion of his retirement. We hereby extend our gratitude for his many years of service, dedication and contributions to Hudson County and the City of Jersey City.

G:\WPDOC\STOLONDA\RESOS\RETIRE\Thomas McCann.wp

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											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	/			GAUGHAN	/			LAVARRO	/		
DONNELLY	/			FULOP	/			RICHARDSON	/		
LOPEZ	/			COLEMAN	/			BRENNAN, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-831

Agenda No. 10.Z.12

Approved: NOV 28 2012



TITLE: **RESOLUTION OF THE CITY OF JERSEY CITY OPPOSING THE CLOSING OF THE WOODBRIDGE DEVELOPMENT CENTER AND THE NORTH JERSEY DEVELOPMENT CENTER**

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, in an effort to reduce New Jersey's reliance on institutional care, The Task Force On The Closure of State Developmental Centers [Task Force] was created by the state legislature and charged with reviewing certain criteria of each of the state-operated facilities including but limited to the local economic impact of losing a center; the ability of a community to provide or develop services for those leaving who wanted to leave or didn't oppose moving outside the region; the state's ability to maintain operations, and the projected repair and maintenance of each center; and

WHEREAS, among the seven state-operated facilities is the Woodbridge Developmental Center [WDC], a residential facility, established in 1965 for persons with developmental disabilities and located on 68-acres in the Avenel section of Woodbridge Township; and

WHEREAS, among the seven state-operated facilities is the North Jersey Developmental Center [NJDC], a residential facility, established in 1930 for persons with developmental disabilities and located on 188-acres campus in Totowa, with approximately 30 of the current residents, were Jersey City residents; and

WHEREAS, in July (2012) the Task Force recommended WDC and NJDC to be closed by 2017; and

WHEREAS, while indicating that no one piece of information or experience was a determining factor in which of the seven state-operated facilities would be recommended for closure, there are other factors that should have been but were not considered before the Task Force made its decision; and

WHEREAS, factors that were not considered include the rights (federal law requires government to meet the needs of the individual) of the clients at WDC and NJDC to have treating professionals make judgment about how their needs are best met and the fact that transferring clients from long-term institutional care to community housing causes higher rates of mortality and an increased likelihood of abuse in the community; and

WHEREAS, the City of Jersey City is deeply concerned by the recommendation by the Task Force to displace WDC and NJDC clients, of whom 30 are former Jersey City residents and the potential harm to those residents; and

WHEREAS, the City of Jersey City is also deeply concerned with negative economic effect with the loss of approximately 2600 jobs in the combined communities, 31 of which come directly from the Jersey City community; and

WHEREAS, the Task Force opinion that the relatively strong economies of the effected cities are more able to absorb closures is wrong and should not be a factor in the Task Force's decision.

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

- 1) The City hereby expresses its disagreement with the finding and conclusion of the Task Force On The Closure of Developmental Centers; opposes the closing of the WDC and NJDC as vital and valuable resources and avers that all seven state-operated developmental centers should be kept in operation for the benefit of its residents, its employees and the state in which they provide services.

TITLE:

RESOLUTION OF THE CITY OF JERSEY CITY OPPOSING THE CLOSING OF THE WOODBRIDGE DEVELOPMENT CENTER AND THE NORTH JERSEY DEVELOPMENT CENTER

- 2) The City Clerk shall send certified copies of this Resolution to Governor Chris Christie, 31st District Senator Sandra B. Cunningham, Assemblyman Charles Mainor, and Assemblyman Jason O'Donnell, 33rd District Senator Brain P. Stack, Assemblyman Sean Connors, and Assemblyman Ruben J. Ramos Jr. and the surrounding communities of Jersey City.

JM/he
11/27/12

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											
								11.28.12			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-832

Agenda No. 10.Z.13

Approved: NOV 28 2012

TITLE:



RESOLUTION AUTHORIZING A CLOSED CAUCUS OF THE MUNICIPAL COUNCIL ON WEDNESDAY, NOVEMBER 28, 2012 AT _____ TO DISCUSS POSSIBLE LITIGATION AND SETTLEMENT REGARDING THE CONSTRUCTION OF THE NEW WEST PRECINCT

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

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:5-1 et seq. (Act), authorizes a governmental body to hold a closed session to discuss matters within the attorney client privilege; and

WHEREAS, the Act requires that a closed session shall be authorized by resolution, which shall indicate when the minutes of the closed session shall be released to the public; and

WHEREAS, the Municipal Council wishes to discuss matters discuss MATTERS REGARDING possible litigation and settlement regarding the construction of the New West Precinct.

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

1. A closed caucus of the Council will be held Wednesday, November 28, 2012 at _____ to discuss matters to discuss possible litigation and settlement regarding the construction of the New West Precinct. The meeting will take place in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City.
2. That the minutes of this closed caucus be released to the public when the Corporation Counsel deems that the legal interests of the City of Jersey City will not be impaired by such release.

G:\WPDOCSITOLONDAIRESOSICAUCUSNew West Precinct.wpd

APPROVED: _____

[Signature]
Business Administrator

APPROVED AS TO LEGAL FORM _____

[Signature]
Corporation Counsel

APPROVED: _____

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.28.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-833
 Agenda No. 10.Z.14
 Approved: NOV 28 2012
 TITLE:



RESOLUTION COMMENDING

Jersey City Sandy Recovery

WHEREAS, Superstorm Sandy, a late-season post tropical cyclone, swept through the Caribbean and up the East Coast of the United States in late October 2012. The superstorm made landfall in the United States about 8 p.m. EDT on October 29th striking near Atlantic City, N.J. with winds of 80 mph. A full moon made high tides 20 percent higher than normal and amplified the storm surge. The storm left dozens dead, thousands homeless and millions without power. Total damage is expected to be in excess of thirty billion dollars; and

WHEREAS, Jersey City Sandy Recovery was formed by Tiby Kantrowitz, Dana Shilling and Candice Osborne to help their own neighbors during the aftermath. Word spread via the organization's website, Facebook, Twitter and email; and

WHEREAS, Jersey City Sandy Recovery is located at the Barrow Manson, 83 Wayne Street, Jersey City and now operates with more than 700 registered volunteers. The organization has formed partnerships and alliances with existing organizations such as Habitat for Humanity, Red Cross, FEMA and various shelters and financial firms; and

WHEREAS, Jersey City Sandy Recovery received \$250,000 worth of donations from 44 states and 7 countries of more than 40,000 lbs. of donations & distributions. Their efforts have developed into a full-time operation, collecting and distributing huge quantities of food and supplies, helping hundreds of desperate families and clearing cluttered streets. The growing army of volunteers helped take in and sort donations, while others canvassed neighbors all over the city seeking people in need of help. Helpers packed groceries and drivers were dispatched with deliveries all over town. 2,500 families have been served with either goods or services. Dedicated volunteers have also helped clear the streets of debris, loading 30 dumpsters; and

WHEREAS, Jersey City Sandy Recovery has vowed to continue indefinitely to advocate for those in need and help them navigate the rebuilding process following the storm.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City, on behalf of the citizenry does hereby commend Jersey City Sandy Recovery for the meritorious services and benevolent community support offered to our residents in their time of need.

G:\WPDOCS\TOLONDA\RESOS\COMMENDING\Jersey City Sandy Recovery.wpd

APPROVED: _____
 APPROVED: _____
 Business Administrator
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Peter M. Brennan, President of Council

 Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-834

Agenda No. 10.Z.15

Approved: NOV 28 2012

TITLE:



RESOLUTION WAIVING THE TWENTY DAY WAITING PERIOD OTHERWISE REQUIRED TO EFFECTUATE CITY ORDINANCES # 12-145, 12-146, 12-149, 12-150, 12-151 AND 12-152

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, on November 28, 2012, the Council adopted the Ordinances listed above; and

WHEREAS, N.J.S.A. 40:69A-181(a) provides that an ordinance goes into effect on the twentieth day after the date of its approval by the Mayor unless the Council, by resolution, declares an emergency; and

WHEREAS, the Council wishes to waive the 20 day waiting period as an emergency for the reasons set forth in a statement made by BR Criterion Urban Renewal Company, LLC, BR Hague Urban Renewal Company, LLC, BR Beacon Commerce Urban Renewal Company, LLC, BR Beacon Parking Urban Renewal Company, LLC, BR Mercury Urban Renewal Company, LLC, BR Orpheum Urban Renewal Company, LLC, BR Paramount Urban Renewal Company, LLC, and BR Tower Urban Renewal Company, LLC, through their attorney, Eugene T. Paolino, Esq., in an email dated November 28, 2012, attached hereto as Exhibit A.

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

1. the Council declares an emergency requiring the immediate implementation of Ordinances # 12-145, 12-146, 12-149, 12-150, 12-151 AND 12-152 for the reasons stated in Exhibit A;
2. pursuant to 40:69A-181(a), the twenty (20) day waiting period prior to the effective date of these Ordinances is hereby waived so that these Ordinances may become effective immediately.

11/28/12

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											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

Irene McNulty

From: Hjordys Espinal
Sent: Wednesday, November 28, 2012 2:38 PM
To: Robert Byrne; Renee Jackson; Irene McNulty
Subject: FW: Ordinances 12-145 through 12-152--WAIVER REQUEST

All:
Below is Gene Paolino's email to be attached to the Resolution as 'Exhibit A'. Thanks.

NOTICE: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any review, use, transmission, conversion to hard copy, dissemination, distribution, or copying of this message, or any attachments, is strictly prohibited. If you have received this message in error, please notify the original sender by email or telephone (201) 547-5229 and immediately delete this message, along with any attachments, from your computer. Thank you.

From: Joanne Monahan
Sent: Wednesday, November 28, 2012 1:36 PM
To: Hjordys Espinal
Subject: FW: Ordinances 12-145 through 12-152--WAIVER REQUEST

From: Eugene Paolino [<mailto:etp@shdlaw.com>]
Sent: Wednesday, November 28, 2012 1:20 PM
To: Robert Byrne
Cc: Joanne Monahan; Rosemary McFadden; George Filopoulos; Jesse McDonald; Retcjk@aol.com
Subject: Ordinances 12-145 through 12-152--WAIVER REQUEST

Dear Mr. Byrne:

I apologize for communicating to you via email. Unfortunately, because of Hurricane Sandy our word-processing equipment is still not available to us. As you know, this firm represents the following urban renewal entities: BR Criterion, BR Hague, BR Beacon Commerce, BR Beacon Parking, BR Mercury, BR Orpheum, BR Paramount and BR Tower (collectively, the "BR UREs"). A second reading of the above-referenced ordinances is on the agenda for this evening's Municipal Council meeting. You will recall that similar ordinances were submitted for a first reading on September 22, 2012 but as a result of a change they needed to be resubmitted for a first reading for the meeting of October 24, 2012. As I advised you, the timing of any approvals was critical to the financing of this project and you indicated I could, on behalf of my client, request a waiver of the twenty (20) day period following a second reading of these Ordinances. As you also know, the scheduled meeting of November 13, 2012 was cancelled due to the effects of Sandy. These multiple delays have caused severe hardship to my client's financing program. At this point, financing is scheduled to close on this Friday, November 30, 2012. It is essential and critical that the closing take place without any further delay.

Accordingly, I respectfully request that the Municipal Council waive the twenty (20) day period following second reading for the reasons I have stated. To reiterate, after so many unfortunate delays in this matter my client cannot jeopardize its financing by failing to close on November 30th.

I thank you and the Council for your kind consideration. If you require any further information, please do not hesitate to call me.

Submitted,

Respectfully

Paolino, Esq.

Eugene T.

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

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

City Clerk File No. RES. 12-835

Agenda No. 10.2.16

Approved: NOV 28 2012

TITLE:



RESOLUTION URGING THE FEDERAL GOVERNMENT TO REQUIRE: 1) FEMA TO ALLOW THE LEGAL OCCUPANTS OF BASEMENT LEVEL RESIDENCES TO RECEIVE DISASTER AID IN PARITY WITH RESIDENTIAL RESIDENTS OF HIGHER FLOORS AND 2) FLOOD INSURORS TO REGARD A BASEMENT OCCUPIED AS A LEGAL RESIDENCE TO BE A COVERED PERMANENT DWELLING OR AN EXTENSION THEREOF

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, many Jersey City residents have suffered extensive flood damage and devastation caused by Hurricane Sandy; and

WHEREAS, some of these residents legally occupy basement level apartments as their primary residences or occupy their basement level as part of their primary residences; and

WHEREAS, FEMA is not treating basement apartments legally occupied as residences, as eligible for the same level of aid or loans provided to residential occupants on higher floors; and

WHEREAS, in addition, National Flood insurance programs, do not treat basements as part of a permanent dwelling notwithstanding the fact that many basements are legally occupied as the primary residence or as part of the primary residence, especially in densely populated urban areas such as Jersey City; and

WHEREAS, irrespective of grade, the legal occupants of basement residences should be treated without regard to elevation for purposes of providing aid or loans for damages or assistance; and

WHEREAS, in addition, National Flood insurance programs refuse to extend coverage to below grade basements even though they are legally occupied as primary residences or a part thereof; and

WHEREAS, this disparate treatment is especially unfair in urban areas especially in Jersey City, which is located in the most densely populated county in the most densely populated state in the country; and

WHEREAS, it is in the best interests of these residents and for the economic stability of their neighbors and the neighborhood that these residents be treated equally and fairly in parity with other residents.

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

1. The City of Jersey City hereby urges the Federal Government to require: 1) FEMA to allow the legal occupants of basement level residences to receive disaster aid in parity with residential residents of higher floors and 2) flood insurers to regard a basement legally occupied as a residence in whole or in part to be considered a covered permanent dwelling or extension thereof.
2. The City Clerk shall send a certified copy of the within resolution to: Senator Menendez; Senator Lautenberg; Congressman Donald Payne; Congressman Albio Sires; Secretary of HUD, Shaun Donovan; and FEMA Administrator, W. Craig Fugate.

APPROVED: _____

APPROVED ^{JM/he} _{11/28/12}

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				11.28.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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