

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

City Clerk File No. Res. 13.516

Agenda No. 10.A

Approved: JUL 31 2013

TITLE:

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2013 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.



COUNCIL 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,

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 2013 Municipal Budget:

	FROM	TO
STD Program	0	\$72,183
Community Service Block Grant	\$660,159	\$870,054

BE IT FURTHER RESOLVED that a like sum be approved to be appropriated in same budget:

	FROM	TO
STD Program	0	\$72,183
Community Service Block Grant	\$660,159	\$870,054

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

APPROVED: *[Signature]*
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.517

Agenda No. 10.B

Approved: JUL 31 2013

TITLE:

RESOLUTION CHANGING THE DATES OF THE AUGUST CAUCUS AND REGULAR MEETING



COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council is the legislative body of Jersey City government; and

WHEREAS, the Municipal Council annually approves, by resolution, the schedule of caucuses and regular meetings of the Council; and

WHEREAS, the Municipal Council approved the 2013 Schedule of Caucuses and Regular Meetings on December 19, 2012; and

WHEREAS, the Municipal Clerk published the schedule, called the "Annual Notice," on December 28, 2012 in The Jersey Journal and caused the schedule to be posted on the official website of the City; and

WHEREAS, the Municipal Council may, by resolution, change the dates and times of council caucuses and meetings by approving a resolution with five (5) affirmative votes; and

WHEREAS, the Caucus scheduled for August 19, 2013 and the Regular Meeting scheduled for August 21, 2013 need to be changed to ensure maximum attendance by the Municipal Council.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that 1) The **Caucus** for the August Council Meeting will be held on **Monday, August 26, 2013 at 5:30 p.m.**, in the Efrain Rosario Memorial Council Caucus Room; and 2) A **Special Meeting** will be held on **Wednesday, August 28, 2013 at 6:00 p.m.**, in the Anna Cucci Memorial Council Chambers

BE IT FURTHER RESOLVED, that the Municipal Clerk shall give due and timely notice to the public and to all city officials in accordance with the "Open Public Meeting Act" N.J.S.A.10:4-6 et seq.

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.518

Agenda No. 10.C

Approved: JUL 31 2013

TITLE:



Resolution Commending the Islamic Council of Jersey City

WHEREAS, along with many generations of Muslims in Jersey City, Islam is an important element of Jersey City's history. Islam is the second-largest religion in the world and was revealed to the Prophet Muhammad, an Arabian merchant from the city of Mecca in the 7th Century AD; and

WHEREAS, Ramadan is the month in which Muslims believe the Koran was revealed to the Prophet Muhammad. It is therefore a time when Muslims reflect upon the wisdom and guidance that comes with faith and the responsibility that human beings have to one another and to God; and

WHEREAS, during Ramadan, the ninth month of the Islamic calendar, Muslims from all continents unite in a period of fasting, spiritual reflection and intense devotion. During the completion of 30 days and nights of devotion, Muslims fast during the day and recite and listen to the entire Koran over the course of the month, remembering those less fortunate, including those impacted by poverty, hunger, conflict and disease. Iftar is the evening meal when Muslims break their fast during the Islamic month of Ramadan; and

WHEREAS, fasting has long been considered a healing force and a way to connect one's spirit to the sacred. It is also a way to connect the members of a community to one another. On Monday, July 22, 2013, the Islamic Council of Jersey City (ICJC) will host its 11th ICJC Ramadan Iftar at the Ukrainian Community Center of Jersey City; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby offer best wishes to the Islamic Council of Jersey City during this month of Ramadan and the upcoming Festival of Eid-ul-Fitr. We commend our Jersey City residents of Islamic faith for their solidarity and dedication to their faith and community.

G:\WPDOCS\TOLONDA\RESOS\HOLIDAYS\Ramadan.docx

APPROVED: _____
 APPROVED: _____
 Business Administrator
 CORPORATION COUNSEL
 Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.519

Agenda No. 10.D

Approved: JUL 31 2013

TITLE:



Resolution Honoring Barangay of the Virgin Hudson County Chapter

WHEREAS, the Barangay Sang Virgen is the Patroness, Mother and Matriarch of the Filipino People with her image depicted in typical Filipino interpretation and culture as the Blessed Mother's title of Our Lady of the Barrio; and

WHEREAS, Barangay of the Virgin is a Church organization initiated by Datu Antonio Gaston in Negros Occidental in 1949 and mandated in 1955; and

WHEREAS, Barangay of the Virgin was granted a mandate from the Hierarchy of the Philippines to operate as a National Catholic Action Organization. Members perform a vital function of Catholic Action in their apostolic work among the masses; and

WHEREAS, Barangay of the Virgin's offers many activities that are meant to bring Filipinos together in the spirit of worship and faith. Its overwhelming success and many years of existence is a tribute to its dedicated and self-sacrificing leadership; and

WHEREAS, Barangay of the Virgin Hudson County Chapter expresses its mission through formal Rosary Prayers, Novenas and Masses which are regularly performed by its devoted members; and

WHEREAS, Barangay of the Virgin Hudson County Chapter is guided in its mission by the outstanding leadership of President Thomas Tiongson, Vice Presidents Adelina Bernardo, Antonio Megallon, Concepcion Villaver and its devoted membership; and

WHEREAS, Barangay of the Virgin Hudson County Chapter is celebrating 26 meritorious years in Hudson County and marking this outstanding accomplishment with a special mass and dinner dance.

NOW THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor all members of Barangay of the Virgin Hudson County Chapter. We appreciate their benevolent work and devotion to their Heavenly Patroness and to all mankind. We wish them continued success in their blessed efforts.

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APPROVED: _____
 APPROVED AS TO LEGAL FORM _____
 Business Administrator Corporation Counsel
 Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.520

Agenda No. 10.E

Approved: JUL 31 2013

TITLE:



RESOLUTION APPOINTING COUNCILPERSON DIANE COLEMAN TO SERVE AS NONVOTING TRUSTEE TO THE JACKSON HILL MAIN STREET MANAGEMENT CORPORATION BOARD

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Jackson Hill Main Street Management Corporation [Corporation] is a non-profit organization with a principal office at 99 Monticello Avenue, Jersey City, dedicated to supporting, creating and promoting the revitalization of the Jackson Hill District while preserving its historical significance; and

WHEREAS, Otto R. Moss, the President of the Corporation has made a request to the Municipal Council of the City of Jersey City to appoint a Councilperson as Trustee to the Board of the Corporation; and

WHEREAS, according to the Certificate of Incorporation attached hereto, the Corporation was duly formed in New Jersey on December 23, 2011; and

WHEREAS, according to the By-laws of the Corporation, the Board consists of nine (9) Trustees, one (1) appointed by the City of Jersey City Municipal Council as a liaison between the Council and the advisors of the Corporation and one (1) appointed by the Mayor of the City of Jersey City, to be a liaison between the Mayor and the Corporation; and

WHEREAS, the two (2) members appointed by the City shall serve as nonvoting Trustees and liaisons to the Corporation until the next succeeding annual meeting of the Corporation; and

WHEREAS, the nonvoting Trustees may serve more than one (1) term as Trustees to the Corporation; and

WHEREAS, the Municipal Council of the City of Jersey City finds that appointing Councilperson Diane Coleman as a nonvoting Trustee to the Board of the Corporation will advance the interests of the City of Jersey City.

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

1. The appointment of Councilperson Diane Coleman is hereby approved as nonvoting Trustee of the Jackson Hill Main Street Management Corporation Board as a liaison between the City of the Jersey City and the advisors of the Corporation to serve for a term of up to one (1) year;
2. The Mayor or Business Administrator is authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within Resolution.

IW/he
7/26/13

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 Business Administrator Corporation Counsel
 Certification Required
 Not Required

APPROVED 8-0
7.31.13

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

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

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

President of Council

Robert Byrne, City Clerk

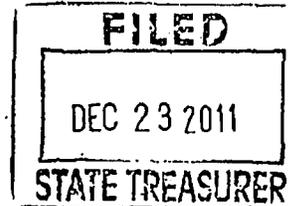
NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

CERTIFICATE OF INC, (NON PROFIT)

JACKSON HILL MAIN STREET MANAGEMENT A NJ NONPROFIT CORPORATION
0400459775

The above-named DOMESTIC NON-PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 12/23/2011 and was assigned identification number 0400459775. Following are the articles that constitute its original certificate.

1. **Name:**
JACKSON HILL MAIN STREET MANAGEMENT A NJ NONPROFIT CORPORATION
2. **Registered Agent:**
OTTO R. MOSS
3. **Registered Office:**
93 MONTICELLO AVENUE
JERSEY CITY, NJ 07304
4. **Business Purpose:**
PROMOTE ECONOMIC AND SOCIAL PROGRESS
5. **Qualification as set forth herein:**
AS SET FORTH IN THE BYLAWS
6. **Rights and Limitations of the members if not previously addressed:**
AS SET FORTH IN THE BYLAWS
7. **Method of electing Trustees as set forth herein:**
AS SET FORTH IN THE BYLAWS
8. **Asset Distribution:**
AS SET FORTH IN THE BYLAWS



Continued on next page ...

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

CERTIFICATE OF INC, (NON PROFIT)

JACKSON HILL MAIN STREET MANAGEMENT A NJ NONPROFIT CORPORATION
0400459775

9. First Board of Trustees:

TYRONE ROSE
222 WEST END AVE
NORTH PLAINFIELD, NJ 07060

ANTHONY SHARPERSON
157 WEGMAN PKWY
JERSEY CITY, NJ 07305

MOLFAC MEINGA
41 CRESCENT AVENUE
JERSEY CITY, NJ 07304

FRANCES L. ANTONIN
17 STEGMAN PLACE
JERSEY CITY, NJ 07305

OTTO R. MOSS
224 UNION STREET
JERSEY CITY, NJ 07304

EDWARD P. FOWLKES
199 CLAREMONT AVENUE
JERSEY CITY, NJ 07305

10. Incorporators:

OTTO R MOSS
224 UNION STREET
JERSEY CITY, NJ 07304

11. Main Business Address:

93 MONTICELLO AVENUE
JERSEY CITY, NJ 07304

Signatures:

OTTO R MOSS

Continued on next page ...

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

CERTIFICATE OF INC, (NON PROFIT)

JACKSON HILL MAIN STREET MANAGEMENT A NJ NONPROFIT CORPORATION
0400459775



Certificate Number: 122520340

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
27th day of December, 2011

Andrew P Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 13.521

Agenda No. 10.F

Approved: JUL 31 2013

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
APPLY FOR 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
2013 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 *2013 Body Armor Replacement Fund*, 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 its Police Officers will apply for the 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 authorizes acceptance on behalf of the Jersey City Police Department to submit an application to the New Jersey Division of Criminal Justice, and
2. These funds will be used to provide body armor for sworn police personnel.

APPROVED: _____
 APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel
 Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

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

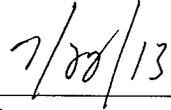
This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the 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
APPLY FOR 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
2013 BODY ARMOR REPLACEMENT PROGRAM**
2. Name and Title of Person Initiating Ordinance/Resolution:
Acting Director Robert Kakoleski
3. Concise Description of the Program, Program Project or Plan Proposed in the Ordinance/Resolution:
This is a grant from the NJ Division of Criminal Justice to purchase bullet proof vests.
4. Reasons (Need) for the Proposed Program, Project, etc.:
To preserve the lives of police officers while on patrol and in the line of duty.
5. Anticipated Benefits to the Community:
To provide safety equipment for police officers while performing their duties in 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.):

There is no cost to the City. The Division of Criminal Justice has not yet stipulated the dollar amount for this grant. The amount is based on the eligibility of funds.
7. Date Proposed Program or Project will Commence:
September 1, 2013
8. Anticipated Completion Date:
December 31, 2015
9. Person Responsible for Coordinating Proposed Program/Project:
P.O. Jaclyn Marcazo #2987



Acting Police Director



Date



JERSEY CITY POLICE DEPARTMENT
GRANTS OFFICE

ONE JOURNAL SQUARE PLAZA, 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 FAX 201-547-5213

TO: Acting Police Director Robert Kakoleski

FROM: P.O. Jaclyn Marcazo #2987

DATE: July 19, 2013

SUBJECT: Body Armor Replacement Fund Resolution to Accept

Attached you will find a resolution and fact sheet to apply for the 2013 Body Armor Replacement Fund. These funds are strictly to be used to purchase body armor for eligible sworn members of the Police Department.

Once signed, please forward it for the City Clerk's Office to be submitted on the next City Council Meeting. The application deadline is August 30, 2013.

Thank you for your assistance.

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

City Clerk File No. Res. 13.522

Agenda No. 10.6

Approved: JUL 31 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

COUNCIL _____ offered and moved adoption
of the following resolution:

WHEREAS, the New Jersey Department of Community Affairs (DCA) has awarded the City of Jersey City an initial grant amount of \$231,635.00 under the Community Services Block Grant (No. 2013-05235-0267-00) for October 1, 2012 through September 30, 2013; and

WHEREAS, this initial allocation of \$231,635.00 represents a portion of the overall anticipated allocation of approximately \$926,539.00; and

WHEREAS, on October 10, 2012, the Municipal Council approved resolution number 12-746 authorizing submission of the FY2012 – 2014 Community Services Block Grant (CSBG) application to the New Jersey Department of Community Affairs; and

WHEREAS, on March 28, 2013, the Municipal Council approved resolution number 13-216 authorizing program contracts under the Community Services Block Grant for Program Year October 1, 2012 through September 30, 2013; and

WHEREAS, one activity, The Sharing Place, was inadvertently omitted from resolution number 13-216, however, this activity was previously recommended to receive funding in the amount of \$12,000.00 as noted on resolution number 12-746; and

WHEREAS, funding for this activity was reduced by 5% to \$11,400.00 due to sequestration; and

WHEREAS, the City has an available balance of \$12,400.00 due to the cancelation of Catholic Charities Archdiocese of Newark – Youth Build program; and

WHEREAS, it is recommended that \$5,000.00 of the available balance be awarded to the Medical and Social Services for the Homeless (MASSH) for a prescription program for Jersey City homeless residents; and

WHEREAS, it is in the best interest of the City of Jersey City to distribute these funds to the Medical and Social Services for the Homeless (\$5,000.00) and The Sharing Place (\$11,400.00).

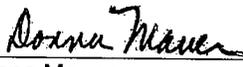
TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

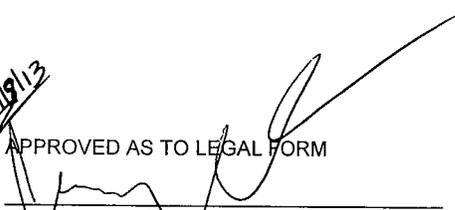
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to enter into contracts under the Community Services Block Grant to reallocate funds as detailed below.

Agency	Reallocated Amount	Account No.	P.O. #
Medical and Social Services for the Homeless	\$5,000.00	02-213-40-302-544	110553
The Sharing Place	\$11,400.00	02-213-40-302-606	110619

I, Donna Mauer, hereby certify that sufficient funds totaling \$16,400.00 are available in the above referenced accounts.


 Donna Mauer
 Chief Financial Officer

APPROVED: 
 Business Administrator

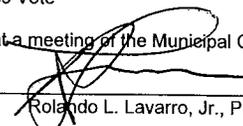
APPROVED AS TO LEGAL FORM

 Corporation Council

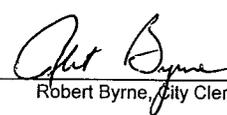
Certification Required
 Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO, PRES	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	ABSENT			COLEMAN	✓			WATTERMAN	✓		

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

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


 Rolando L. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

480
Department of Housing, Economic Development & Commerce
Division of Community Development



Inter-Office Memorandum

DATE: July 10, 2013
TO: Council President Lavarro, Jr. and Members of the Municipal Council
FROM: Darice Toon, Director – Division of Community Development
SUBJECT: Resolution of the Municipal Council of the City of Jersey City Authorizing Program Contracts Under the Community Services Block Grant (CSBG) for Program Year October 1, 2012 through September 30, 2013

The Division of Community Development (DCD) received a letter from Catholic Charities of the Archdiocese of Newark (CCAN) regarding their YouthBuild Employment Readiness program which is funded under the FY13 Community Services Block Grant (CSBG) program. Due to a delay in funding, the agency was unable to start the program as planned during the beginning of the school year (October 2012). Once funds were released (April 2013), CCAN had difficulties recruiting additional youth to participate in the program which resulted in their voluntary request to cancel the remaining balance of \$12,400.00. As required, the funds must be recaptured and reallocated to an eligible CSBG program.

Under the Emergency Solutions Grant (ESG), the Medical and Social Services for the Homeless (MASSH) program provides medications Jersey City homeless residents. The city of Jersey City has received a FY13 ESG allocation of \$386,055, which is a 25% decrease in funding in comparison to FY12 (\$513,648.00). Due to funding caps imposed by the United States Department of Housing and Urban Development (HUD) regulations the City is unable to commit more than 60% of the ESG allocation for emergency shelters.

MASSH's prescriptions program is an eligible CSBG program. Therefore, in order to minimize the impact of this reduction on Jersey City shelters (St. Lucy's Shelter and Hope House), the Division of Community Development (DCD) recommends that a portion of the available balance (\$5,000.00) from the Catholic Charities of the Archdiocese of Newark's YouthBuild program be awarded to the Medical Social Services for the Homeless (MASSH).

If you have any questions, please feel free to contact

cc: Muhammad Akil, Chief of Staff
John W. Kelly, Business Administrator
Albert Cameron, Acting Director – HEDC
Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.523

Agenda No. 10.H

Approved: JUL 31 2013

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
APPLY FOR FUNDS FOR A K-9 GRANT DISTRIBUTED BY THE BEN
ROETHLISBERGER FOUNDATION TO BE UTILIZED TOWARDS THE JERSEY
CITY POLICE DEPARTMENT'S K-9 PROGRAM**

**COUNCIL as a whole
of the following resolution**

Offered and moved adoption

WHEREAS, the Ben Roethlisberger Foundation supports police K-9 units throughout the United States of America by providing funds to purchase safety vest and other K-9 needs; and

WHEREAS, the Ben Roethlisberger Foundation recognizes the need to support police and fire departments that provide security for the NFL Pittsburgh Steelers football team regular season away games; and

WHEREAS, the Jersey City Police Department is dedicated to providing security services to neighboring stadiums and arenas that will host football games involving the Pittsburgh Steelers; and

WHEREAS, the Jersey City Police Department wishes to participate in this year's round of funding allocated under the Ben Roethlisberger Foundation program; and

WHEREAS, the Ben Roethlisberger Foundation may award the Jersey City Police Department a maximum of \$10,000.00 upon completion of this grant application; and

WHEREAS, the funds will be used to purchase a new drug canine, and kennel that will enhance our K-9 Unit and promote safety and wellness for our canines; and

WHEREAS, the Jersey City Police Department would like to apply for the **Ben Roethlisberger Foundation Grant** to provide financial assistance needed to purchase the much needed dog and kennel for the K-9 Unit.

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

1. The Jersey City Police department is authorized to submit an application to the Ben Roethlisberger Foundation; and
2. The funds will be used to purchase dog and kennel needed to replace the canine that just retired.

APPROVED: *Alvaro J. Torres* APPROVED AS TO LEGAL FORM
 APPROVED: *[Signature]* Corporation Counsel
Business Administrator

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 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 CITY OF JERSEY CITY TO
APPLY FOR FUNDS FOR A K-9 GRANT DISTRIBUTED BY THE BEN ROETHLISBERGER
FOUNDATION TO BE UTILIZED TOWARDS THE JERSEY CITY POLICE DEPARTMENT'S
K-9 PROGRAM**

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

Acting Director Robert Kakoleski

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

The Ben Roethlisberger Foundation offers a grant to police and fire departments' K-9 units throughout the country to provide support for K-9 units.

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

To purchase equipment and canine vest for the K-9 Unit

5. Anticipated Benefits to the Community:

Enhance public safety by deterring crimes

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.):

Equipment will be purchased based on the total award received by the Ben Roethlisberger foundation. The maximum eligibility of funding available is \$10,000.00.

7. Date Proposed Program or Project will Commence: **Upon receipt of award.**

8. Anticipated Completion Date: **Within one year of receipt of funding.**

9. Person Responsible for Coordinating Proposed Program/Project:

Elyse Jordan Gibbs, Grants Office


Robert Kakoleski, Acting Director of Police

Date

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

City Clerk File No. Res. 13.524

Agenda No. 10.1

Approved: JUL 31 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MUTUALINK TO PROVIDE AND INSTALL MUTUALINK INTEROPERABILITY COMMUNICATIONS SYSTEMS TO THE LEFRAK ORGANIZATION AND THE MACK-CALI CORPORATION FUNDED BY THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS (OHSP) TO ENHANCE PUBLIC/PRIVATE SECTOR INFORMATION SHARING ALONG THE JERSEY CITY WATERFRONT FINANCIAL AREA

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the United States Department of Homeland Security (USDHS) and the New Jersey Office Of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of \$75,000.00 thru the Urban Area Security Initiative (UASI grant program to enhance Public/ Private Sector Information Sharing along the Jersey City "Gold Coast" Waterfront Financial; and

WHEREAS, , funding for this project was provided by the New Jersey Office of Homeland Security & Preparedness (OHSP) and was accepted by the Jersey City Municipal Council on March 28, 2013 under Resolution 13-219; and

WHEREAS, the Jersey City Office of Emergency Management & Homeland Security desires to award a contract to Mutualink to provide and install Mutualink Interoperability Systems to the Lefrak Organization and the Mack-Cali Corporation to enhance information sharing and situational awareness between the public and private sector; and

WHEREAS, N.J.S.A. 40A:11-12, of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

WHEREAS, MUTUALINK, 1269 South Broad Street, Wallington NJ 06492 is in possession of State Contract No. A78426, submitted a proposal for the Mutualink Systems; and

WHEREAS, funds are available for this contract in the Federal & State Grant Fund;

Account	P.O. #	State Contract	Total Contract
02-213-40-333-314	109970	A78426	\$63,493.60

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

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

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

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MUTUALINK TO PROVIDE AND INSTALL MUTUALINK INTEROPERABILITY COMMUNICATIONS SYSTEMS TO THE LEFRAK ORGANIZATION AND THE MACK-CALI CORPORATION FUNDED BY THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS (OHSP) TO ENHANCE PUBLIC/PRIVATE SECTOR INFORMATION SHARING ALONG THE JERSEY CITY WATERFRONT FINANCIAL AREA

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.

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account

Account	P.O. #	State Contract	Total Contract
02-213-40-333-314	109970	A78426	\$63,493.60

Approved by [Signature]
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv
5/20/13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				7.31.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRG, 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]
Rolando R. Lavarro, 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/cooperative agreement:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MUTUALLINK TO PROVIDE AND INSTALL MUTUALLINK INTEROPERABILITY COMMUNICATIONS SYSTEMS TO THE LEFRAK ORGANIZATION AND THE MACK-CALI CORPORATION FUNDED BY THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS (OHSP) TO ENHANCE PUBLIC/PRIVATE SECTOR INFORMATION SHARING ALONG THE JERSEY CITY WATERFRONT FINANCIAL AREA.

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

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security

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

Instillation of Mutual Link Interoperability Systems at the LeFrac Organization and Mack-Cali Corporation to enhance information sharing between the public and private sector.

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

Enhanced information sharing between public and private sector

5. Anticipated benefits to the community:

Terrorism prevention and detection.

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 cost of this contract is Seventy-five thousand dollars (\$75,000.00) from FY-10 UASI Federal Grant Fund.

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date: ASAP:

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

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security

10. Additional comments:

Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security

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


Signature of Department Director

5/20/13
Date



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

G-8005

INTEROPERABLE COMMUNICATION WORKSTATIONS

**SOLICITATION #11-r-21956
CONTRACT #78426**

Award Summary

January 19, 2010

I. Compliance/Approval Requirements

All compliance and approval instructions may be found in NJ GSA Circular 11-03-DPP and U.S. General Services Administration ("GSA") Contract #GS-35F-0006W.

II. Purpose

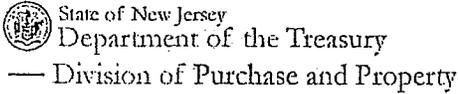
- a. The purpose of this two-year (2yr) Statewide Cooperative GSA contract is to allow the purchase of interoperable communications systems to support NJ State Emergency Operations Centers ("OEC") and the New Jersey Office of Homeland Security and Preparedness ("NJOHSP").

III. Award Method

- a. The State has awarded this contract to Mutualink Inc. ("Mutualink") per NJ GSA Circular 11-03-DPP and GSA Contract #GS-35F-0006W.
- b. The contract comprises three (3) unique price lines.

IV. Directions for Use of Contract

- a. The State contract Manager shall answer any questions or concerns about any aspect of the contract.



**Notice of Award
 Term Contract(s)**

**G-8005
 INTEROPERABLE COMM WORKSTATION**

Vendor Information
By Vendor
Email to JIM BALLARD

Downloadable NOA Documents
 (Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- Award Summary Adobe PDF (19 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 #:	G-8005
Contract #:	78426
Contract Period:	FROM: 01/17/11 TO: 01/17/14
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*

Vendor Name & Address:	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737
For Procurement Bureau Use:	
Solicitation #:	21956
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:		
JIM BALLARD	PROCUREMENT SPECIALIST	609-292-3019
JACKIE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	PUB DATE:	01/15/13

VENDOR INFORMATION	
Vendor Name & Address:	MUTUALINK INC 1269 SOUTH BROAD ST WALLINGFORD, CT 06492-1737
Contact Person:	DAWN ODAMS
Contact Phone:	978-392-0040
Order Fax:	928-396-0344
Contract#:	78426
Expiration Date:	01/17/14
Terms:	NONE
Delivery:	1 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?	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: MUTUALINK INC			Contract Number: 78426		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-20-081105 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: MUTUALINK INTEROPERABLE COMMUNICATION WORKSTATION EQUIPMENT BRAND: MUTUALINK DELIVERY: 1 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 920-31-081106 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: MUTUALINK INTEROPERABLE COMMUNICATION SYSTEM PROVISIONING AND INSTALLATION BRAND: MUTUALINK DELIVERY: 1 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 963-45-081107 [NON-BIDDABLE MISCELLANEOUS ITEMS] ITEM DESCRIPTION: MUTUALINK INTEROPERABLE COMMUNICATION ANNUAL NETWORK ACCESS FEE BRAND: MUTUALINK DELIVERY: 1 DAYS ARO	1.000	EA	NET	N/A



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REDEFINING INTEROPERABILITY

Controllable | Intuitive | Affordable

Order

1001477

Date

April 19, 2013

1269 South Broad Street | Wallingford, CT 06492 | Phone: (866) 957-5465 | Fax: (203) 269-2378 | www.mutualink.net

Customer Order Form

Customer Information

Customer Name:	Jersey City Office of Emergency Mngt	Street Address:	715 Summit Avenue		
Contact Name:	Director Kierce	City/Town:	Jersey City	State:	NJ
Contact Phone:	() - Ext.	Contact Email:			
Zip:	07306				

Customer Billing Information

Customer Name:	Jersey City Office of Emergency Mngt	Street Address:	715 Summit Avenue		
Contact Name:	Director Kierce	City/Town:	Jersey City	State:	NJ
Contact Phone:	(201) 547-5566	Contact Email:			
Bill credit card monthly:	<input type="checkbox"/> Yes	Tax Exempt:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exempt ID:	T226002013000
If Yes Credit Card Authorization Form Required		PO Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PO #:	

Summary Pricing

Initial Purchase				Recurring Fees	
Equipment	Provisioning & Install	Access	Total	Monthly	Annual
\$42,175.68	\$9,585.36	\$5,866.28	\$57,627.32	\$0.00	\$5,866.28

Terms

	Deposit Amnt	Invoice Payment	Shipping
Equipment:	\$ 0.00	Net 30	
Recurring:	\$ 0.00	Net 30	FOB Shipping

Pricing does not include taxes, shipping and other applicable fees

This Customer Order Form, the attached Terms, EULA and Certificate of Warranty shall be collectively referred to as the "Agreement" and is agreed to and accepted by the Customer.

Term: Commences on the date the Agreement is signed by a duly authorized representative of Mutualink and continues until terminated as set forth in the Terms

Jersey City Office of Emergency Mngt by:	<i>W. COREY KIERCE</i>			
Mutualink Inc. by:	<i>[Signature]</i>	<i>W B KIERCE</i>	<i>DIR OEM HS</i>	<i>5/9/13</i>
	(Authorized Signature)	(Name)	(Title)	(Date)

Purchase Order Acceptance:

PURCHASE ORDER IS ATTACHED AS AN EXHIBIT ("PURCHASER ORDER") AND IS ACCEPTED BY MUTUALINK, INC. ("COMPANY") SUBJECT TO THE PEER-TO-PEER INTEROPERABLE NETWORK ACCESS & ADMINISTRATION AGREEMENT & STANDARD COMMERCIAL TERMS AND CONDITIONS WHICH ARE INCORPORATED BY REFERENCE, AND THE TERMS AND CONDITIONS OF THE EULA AND LIMITED HARDWARE WARRANTY AS DESCRIBED THEREIN. NO PURCHASE ORDER WHICH CONTAINS TERMS THAT ARE CONTRARY TO, OR ARE IN CONFLICT WITH, THESE TERMS SHALL BE DEEMED ACCEPTED OR BINDING ON THE COMPANY, UNLESS THEY ARE CONTAINED IN A SEPARATE WRITTEN AMENDMENT SIGNED BY BOTH THE PURCHASER AND COMPANY.

Mutualink Inc. by:				
	(Authorized Signature)	(Name)	(Title)	(Date)

Order Notes: NJ State Term Contract A78426

Location Detail

1/2 TOTAL 63493.60



REDEFINING INTEROPERABILITY

Controllable Intuitive Affordable

1269 South Broad Street | Wallingford, CT 06492 | Phone: (203) 949-1800 | Fax: (203) 269-2378 | www.mutualink.net

LEFRAK

Site Name:	The LeFrak Organization			Site Contact:			
Street Address:				Contact Phone:	() - Ext.	Contact Email:	
City/Town:	Jersey City	State:	NJ	Zip:		Service Agency:	

Item Number	Description	Qty	UOM	Unit Price	Unit Disc	Ext Price
Mutualink Endpoints						
M500-100-001	Interoperability Work Station w/ Monitor (IWS)	1	Each	5,995.00	(653.37)	5,341.63
M500-240-001	Video Network Interface Controller (VNIC)	1	Each	5,484.00	(597.73)	4,886.27
M500-260-001	Telephone Network Interface Controller (TNIC)	1	Each	5,484.00	(597.73)	4,886.27
M500-610-001	Radio Network Interface Controller (RNIC)	1	Each	4,999.00	(545.33)	4,453.67
M500-851-00B	1RU Pwr Distribution Shelf Assembly, w/ Internal Pwr Supply	1	Each	225.00		225.00

Other Equipment						
M800-903	Control Station, UHF, 30W, 512 Ch w/ Stnd Ant	1	Each	795.00		795.00
M940-100-100	Misc Installation and Mounting Hardware	4	Each	125.00		500.00

Configuration & Install						
M980-100-001	Network Access Provisioning - Mutualink Interop P2P Network	1	Each	945.00	(40.47)	904.53
M980-200-001	Site Installation & Configuration - Mutualink Interop P2P Network	1	Each	1,620.00	(69.37)	1,550.63
	Installation Labor - IWS	1	Each	540.00	(23.12)	516.88
	Installation Labor - V-NIC	1	Each	540.00	(23.12)	516.88
	Installation Labor - T-NIC	1	Each	540.00	(23.12)	516.88
	Installation Labor - R-NIC	1	Each	540.00	(23.12)	516.88
	Installation Labor - Standard Control Station w/ Mag Mnt Ant	1	Each	270.00		270.00

Interop P2P Network Access (Annual)						
M960-100-001	IWS - Interop P2P Network Access	1	Annual	899.00	(98.15)	800.85
M960-240-001	V-NIC - Interop P2P Network Access	1	Annual	822.00	(89.46)	732.54
M960-260-001	T-NIC - Interop P2P Network Access	1	Annual	822.00	(89.46)	732.54
M960-610-001	R-NIC - Interop P2P Network Access	1	Annual	749.00	(81.79)	667.21

MACK-CALI

Site Name:	Mack-Cali Realty Corporation			Site Contact:			
Street Address:				Contact Phone:	() - Ext.	Contact Email:	
City/Town:	Jersey City	State:	NJ	Zip:		Service Agency:	

Item Number	Description	Qty	UOM	Unit Price	Unit Disc	Ext Price
Mutualink Endpoints						
M500-100-001	Interoperability Work Station w/ Monitor (IWS)	1	Each	5,995.00	(653.37)	5,341.63
M500-240-001	Video Network Interface Controller (VNIC)	1	Each	5,484.00	(597.73)	4,886.27
M500-260-001	Telephone Network Interface Controller (TNIC)	1	Each	5,484.00	(597.73)	4,886.27
M500-610-001	Radio Network Interface Controller (RNIC)	1	Each	4,999.00	(545.33)	4,453.67
M500-851-00B	1RU Pwr Distribution Shelf Assembly, w/ Internal Pwr Supply	1	Each	225.00		225.00

Other Equipment						
M800-903	Control Station, UHF, 30W, 512 Ch w/ Stnd Ant	1	Each	795.00		795.00
M940-100-100	Misc Installation and Mounting Hardware	4	Each	125.00		500.00

Configuration & Install						
M980-100-001	Network Access Provisioning - Mutualink Interop P2P Network	1	Each	945.00	(40.47)	904.53
M980-200-001	Site Installation & Configuration - Mutualink Interop P2P Network	1	Each	1,620.00	(69.37)	1,550.63
	Installation Labor - IWS	1	Each	540.00	(23.12)	516.88
	Installation Labor - V-NIC	1	Each	540.00	(23.12)	516.88
	Installation Labor - T-NIC	1	Each	540.00	(23.12)	516.88
	Installation Labor - R-NIC	1	Each	540.00	(23.12)	516.88
	Installation Labor - Standard Control Station w/ Mag Mnt Ant	1	Each	270.00		270.00

Interop P2P Network Access (Annual)						
M960-100-001	IWS - Interop P2P Network Access	1	Annual	899.00	(98.15)	800.85
M960-240-001	V-NIC - Interop P2P Network Access	1	Annual	822.00	(89.46)	732.54
M960-260-001	T-NIC - Interop P2P Network Access	1	Annual	822.00	(89.46)	732.54
M960-610-001	R-NIC - Interop P2P Network Access	1	Annual	749.00	(81.79)	667.21



REDEFINING INTEROPERABILITY

Controllable Initiative Affordable

1269 South Broad Street | Wallingford, CT 06492 | Phone: (203) 949-1800 | Fax: (203) 269-2378 | www.mutualink.net

PEER TO PEER INTEROPERABLE NETWORK ACCESS & ADMINISTRATION AGREEMENT & STANDARD COMMERCIAL TERMS AND CONDITIONS OF PURCHASE ("AGREEMENT")

This Agreement is a legal agreement between the purchasing entity under the Order Form ("Purchaser" or "you") and Mutualink, Inc. ("Company" or "we" or "us") in connection with your purchase of use of Authorized Hardware and/or the Company. This Agreement is an essential part of the Order Form. The terms of this Agreement shall continue in effect after the completion of the contemplated purchase transaction.

ABOUT MUTUALINK PRODUCTS AND SERVICES. The Mutualink End-User Device (as defined below) you are agreeing to purchase operates using software and/or firmware developed by Mutualink, Inc. ("Software") and enables, among other functions, access to the Mutualink Peer to Peer Interoperable Network ("the Interoperable Network") and dynamic communications sessions to be initiated and managed by and among your Mutualink End-User Equipment and other authorized Edge Devices (as defined below) on the Interoperable Network. The Interoperable Network consists of, among other things: (i) one or more Peer Network Interface Devices to be installed and located upon your premises (the "Peer NIDs") and together with all other equipment and hardware owned or operated by Mutualink being referred to as the "Mutualink Network Equipment"); and (ii) digital communications connectivity, routing and switching and/or management and control of the sharing, transmission or receipt of information or data by and among any two or more Edge Devices or other service points in the network, and network quality health and monitoring services, dynamic software update services, and expanded peer network directory administration services (collectively, the "Peer Network Access Services"). "Mutualink End-User Devices" are physical computing, processing, machine interface or communication interface hardware manufactured and sold by Mutualink for end-user use including Edge Devices such as, but not limited to, Network Interface Control (NIC) Devices, Interoperable Workstations (IWS) and/or other devices. "Authorized Hardware" means Mutualink End-User Device or third party hardware that is authorized by Mutualink from time to time to connect to the Interoperable Network or the Peer Network Access Services or that otherwise uses the Software ("Third Party Hardware," and together with Mutualink End-User Equipment referred to as "Authorized Hardware").

DOCUMENT REFERENCES. For purposes of this Agreement, the following terms have the meaning ascribed to them:

"Order" means the products, goods and services that are specified as being subject to purchase or subscription in the Order Form and that is accepted by Mutualink.

"Order Form" means the Mutualink Order Form signed by a Purchaser."

"Purchase Order" means any purchase authorization document, requisition form or other order document issued or created by a Purchaser and furnished to Mutualink regarding the intended purchase of, or authorization to purchase, any Mutualink products, goods or services.

TERMS AND CONDITIONS.

1. Binding Effect. Mutualink will only be bound to an Order Form signed by a Purchaser. In the case where a Purchaser Order is issued by a Purchaser and submitted to Mutualink, it shall only be deemed accepted by Mutualink if it is appended to a valid Order Form that is signed by the Purchaser or an authorized representative of the Purchaser. The Order Form indicates the Purchaser's acceptance. The terms and conditions of the Order Form will be controlling and supersede all terms and conditions contained in any Purchase Order that are in conflict with the terms and conditions of the Order Form, even if a Purchase Order date is newer than the date of Order Form.

2. Ownership of End-User Devices. Unless otherwise stated in the Order Form, you will own the Mutualink End-User Devices listed thereon (but not the Software which is embedded, accompanies or is installed in or with such hardware). The Mutualink End-User Devices are single purpose devices, and the failure to maintain a valid Software license and Peer Network Access Services will render such devices unusable or unusable for other purposes. For so long as you use Peer Network Access Services, you agree to maintain and use only the most recent version of any Software that is required to be used in connection with the Interoperable Network (if applicable). We own the Interoperable Network, including the Peer NIDs and other Mutualink Network Equipment, and all processes or methods, and components used to create the Interoperable Network and all other intellectual property rights therein.

3. Peer Network Access Service Required. You agree that no Mutualink End-User Device, including any Edge Device such as a NIC or IWS, that you own or possess may be operated without, or independent of, the Peer Network Access Services furnished by Mutualink, or an authorized reseller thereof. Provided you pay all amounts when due and are not in violation of the terms of the Software EULA, we agree to provide you with Peer Network Access Services and access to the Interoperable Network during any applicable subscription or service term, as the case may be. You understand and agree that Mutualink may suspend or terminate Peer Network Access Service in the event of your non-payment or breach of any terms of this Agreement or EULA.

4. Software is Licensed, Not Purchased. You understand and agree that the Mutualink End-User Device you purchase contains Software, the use of which is limited to the terms and conditions of an end-user license agreement ("EULA") from Mutualink. Each Mutualink End-User Device is accompanied by a EULA which specifically authorizes the designated Software to operate on the specified device. The Software will include a license key in order for you to initiate or accept, and maintain a communication session and/or send and receive voice and data between an Edge Device and other Edge Devices on the Interoperable Network. The EULA prohibits, among other things, (i) the transfer or assignment of your license rights to any other party, (ii) the use of the Software for any use other than its use in connection with the Mutualink End-User Device upon which it is installed and authorized to operate, and (iii) the copying, reverse engineering or reproduction of the Software and/or any of the hardware for any purpose.

5. Peer NID. You consent and agree that Mutualink shall have the right, at no cost to Mutualink, to install and maintain a Peer NID upon your premises. You agree to provide Mutualink, or its designated sub-contractors or agents, with access to your premises, wiring and related facilities and equipment for the purposes of installing, configuring, testing and repairing any Authorized Hardware or Peer NIDs. Access shall be provided to us during your normal business hours with reasonable advance notice, and promptly in the case of emergencies. You further agree as follows:

- a) You will declare the value of the Peer NID for property taxes in the jurisdiction of the premises upon which it is located and installed, and you will pay all property taxes that may be assessed upon it while it is located on your premises. In the event that Mutualink is required to report the Peer NID as taxable personal property within your jurisdiction and pay taxes thereon, Mutualink may bill you for such assessed taxes, and you agree to promptly make payment thereon not later than thirty (30) days after receipt.
- b) The Peer NID equipment is the sole and exclusive property of Mutualink, Inc., and neither you, nor any of your personnel, agents, guests, or invitees may remove any cover or external enclosure from, or otherwise access, the internal parts of the Peer NID, remove or disturb any physical control, transmission lines, cables, power cords or plugs, battery units or other devices connected into the Peer NID, or in any other way tamper with or interfere with access to, or the operation of, any Peer NID.
- c) You will not: (i) remove, conceal, or change any notices or stickers from, or break seals on, the Peer NID; (ii) physically block access to, or conceal the location of, any Peer NID; (iii) store or place other equipment or items upon the Peer NID; (iv) cover or block any heat vents or exhaust points on any Peer NID; and (v) place any direct heat, electronic radiation or water source in close proximity to the Peer NIDs such that its operation is impeded.

6. Purchase Price and Fees. The purchase price and fees due and payable to Mutualink are set forth in the Order Form. Such fees do not include any additional amounts that may be charged by an authorized service agent of Mutualink (if applicable), and do not necessarily reflect all fees and charges necessary to install, configure, and operate your Mutualink End-User Devices. All fees are not exclusive of applicable sales and use taxes and you will be responsible for the timely payment of any such taxes. Further, you will be responsible for the timely payment of all taxes, levies and assessments on all personal property acquired from Mutualink which is controlled, leased or used exclusively by you at your facilities including all Authorized Hardware. All fees are listed in United States Dollars. All payment terms run from the date of invoice. Subscription Billing for the Peer Network Access Services will commence thirty-three (33) days from activation of the Interoperable Network (if we install the Authorized Hardware) or thirty-three (33) days from the date Mutualink End-User Devices are shipped to you or the Mutualink authorized agent through whom you have placed your Order. The first invoice may be prepared for a partial period and shall include the first month of fees payable in advance. Thereafter, monthly fees shall be payable in advance and shall be due within period of time specified on the Order Form. Should we be required to travel to your or a third party's facilities, we reserve the right to be reimbursed (and you agree to reimburse us) for all travel and other reasonable out-of-pocket expenses that we incur to provide the Interoperable Network, provided you authorize such travel. You understand that you are responsible for any fees and labor charges associated with on site set-up which may be imposed, including labor charges for time in excess of any standard installation period or specialized or custom work.

7. Shipment and Return of Damaged Goods. Unless otherwise noted, all orders for Mutualink End-User Devices shall be shipped using Mutualink's carrier of choice. All orders are shipped F.O.D. to the destination specified in the Order Form. All risk of loss and casualty shall shift to Purchaser upon delivery to the F.O.D. destination. Purchaser shall comply with all inspection, unpacking, storage and damage claim processing procedures established by Mutualink from time to time.

8. Cancellation of Order.

a) By Customer. Unless you notify Mutualink in writing within three (3) business days after Mutualink accepts an Order (the "Limited Cancellation Period"), you cannot change or cancel the Order. Mutualink may, in its sole discretion, permit you to cancel or modify an Order after the Limited Cancellation Period, subject to your paying a restocking, inventory procurement, staging break down or reshipping, repacking and reconditioning, finance costs and any other compensatory charges that cover Mutualink's actual and estimated cost and expenses and lost profits (the "Cancellation Fees"). Cancellation Fees may be deducted from any deposit payments that are made to Mutualink.

b) By Mutualink. Mutualink may cancel any Order at any time in its sole discretion for any or no reason, without liability to you. In the event Mutualink cancels an Order for any of the following reasons you shall be liable for all Cancellation Fees that may be imposed by Mutualink (but in any case an amount not less than 50% of the purchase price stated in the Order together with any and all other fees and services for the prescribed minimum period), which shall be due and payable immediately if (i) you fail to make any payment when due, or (ii) you breach any of the other terms and conditions of this Agreement, and fail to cure the same within ten (10) days after written notice and demand for cure:

- 9. **Termination of Peer Network Access Services.** In addition, and without prejudice, to any other rights, Mutualink may terminate Peer Network Access Services if you (i) breach any terms or conditions of this Agreement; (ii) fail to pay any amount when due in the same or (iii) fail to pay any amount when due in the same or (iv) become or are declared insolvent or bankrupt, become the subject of any proceeding relating to liquidation or insolvency or make an assignment for the benefit of your creditors. Upon termination of Peer Network Access Service, you shall promptly return to us or our service agent (as determined by us), any and all Mutualink Equipment in your possession that you did not purchase.
- 10. **Confidentiality.** Except as prohibited by law, you agree that the terms and conditions of the Order, including, but not limited to, the pricing, shall be deemed confidential information and shall not be disclosed by you to any third party.

11. **Delegation.** We may use agents, sub-agents, contractors and/or sub-contractors for such periods and upon such terms as we reasonably deem necessary or beneficial. In addition; we may assign the Order in whole or in part to another party, subject to applicable law, so long as the assignee agrees in writing to assume and perform the terms and covenants of the Order. We will endeavor to provide you with notice of the assignment as soon as practicable.

12. **Customer Representations.** You represent and warrant to us that you are authorized and legally permitted to furnish (i) all information and materials you submit to us for our use or when installing, configuring, furnishing and monitoring the Peer Network Access Service and/or the Authorized Hardware, and (ii) the signature or signature making the Order is duly authorized and has the authority to bind the Purchaser entity specified in the Order Form.

13. **Limited Warranty.** Except as expressly set forth in (i) the Limited Hardware Warranty Certificate, in the case of Mutualink End-User Devices in a valid original will be delivered to Purchaser as soon as practicable following delivery; (ii) the EULA, in the case of Software; and (iii) as set forth below in the case of Peer Network Access Services, all Mutualink products and services are licensed and/or sold "AS IS WITH ALL FAULTS" and ALL WARRANTIES ARE DISCLAIMED, whether express or implied, including but not limited to, the absence of defects, uninterrupted or continuous communications transmission, merchantability, non-infringement and suitability for a particular purpose. In the event that Peer Network Access Service is interrupted or suffers an outage due to the failure of equipment or facilities owned or controlled by Mutualink or which are part of the Interoperable Network for reasons other than an act of God, natural disaster, riot, insurrection, war, foreign attack, intentional or other unlawful acts of third parties, strikes or labor disturbances, shortages, states of emergency, government imposed orders, the failure of third party communications networks, interruption or loss of power from any point outside of the facilities in which the Interoperable Network components are located, power or communications interruption caused by Customer or occurring or affecting at Customer's Premises ("Outage"), Customer shall be entitled to a pro-rated reduction in its monthly Peer Network Access Service charges based on the number of hours with service interruption during the monthly period for the affected Edge Device ("Network Interruption Credit"). The applicable monthly period shall be calculated based on a 30 day or 24 hour time frame. A Network Interruption Credit shall only be issued if there is a continuous interruption of service being provided to Customer (Peer NID Replacement) as soon as reasonably practicable. An Outage shall not be deemed to occur in the case of degraded voice communications or other data transmission, except where the sustained average packet loss rate exceeds 5% as measured by Mutualink, using AS standard quality of service measures then in effect.

14. **Integrity.** You, for yourself and your employees, agents, officers, directors, members, shareholders, guests, invitees, users, customers or other parties with whom you deal or serve ("Related Parties"), as the case may be, agree to hold harmless, defend and indemnify Mutualink, Inc. and its employees, agents, officers and directors, and shareholders of and from any and all claims, causes of action or damages, including reasonable attorneys' fees and costs, arising out of or from the use or operation of Mutualink products and services ("Claims and Damages"), including but not limited to, actual or alleged defects in Mutualink products and/or services, the failure of Mutualink products to operate or the interruption or disruption of the operation of Mutualink products, the suitability of or delay in Mutualink products with respect to any and all intended or foreseeable uses, interruptions or failures in network related communications transmission or carriage, power failure, hardware or part failure, malicious or unauthorized access to, or use of, Mutualink products or other communications sent or received by, through or with the aid of Mutualink products, any malicious code, software virus, or other intentional act of surveillance, disruption or interference rendered by any party other than Mutualink, the improper use of Mutualink products, any alleged or actual lack of training or defect or errors in training users of Mutualink products and services, any errors, omissions or inaccuracies which may arise from the purchase, use or operation of Mutualink products and services with Mutualink products and services alleged failure to adequately monitor the existence or occurrence of, or respond to or repair any failure or disruption, or failure, whether or not Mutualink or its agents or representatives are notified of any such condition and are advised of the actual or potential risks, harms, injuries or adverse consequences which may arise from any delay or failure to respond or repair any such condition. In the case of an Outage relating to a failure of a Peer NID, Mutualink shall replace the Peer NID at no more than 2 hours in duration. In the case of an Outage relating to a failure of a Peer NID, Mutualink shall replace the Peer NID at no more than 2 hours in duration. In the case of an Outage relating to a failure of a Peer NID, Mutualink shall replace the Peer NID at no more than 2 hours in duration. You acknowledge, and hereby designate and appoint, Mutualink, Inc., to the greatest extent permitted by law, your agent for the sole and limited purpose of providing interoperable communications facilities by and between you and other entities.

15. **Limitation of Liability.** IN NO CASE SHALL MUTUALINK BE LIABLE TO YOU, OR ANY OF ITS RELATED PARTIES FOR ANY "CLAIMS AND DAMAGES", EXCEPT FOR THOSE OBLIGATIONS AND REMEDIES THAT ARE AVAILABLE UNDER APPLICABLE WARRANTIES FROM MUTUALINK, IF ANY, OR IN THE CASE OF WILLFUL AND INTENTIONAL MISCONDUCT BY MUTUALINK, OR ITS DIRECT EMPLOYEES ACTING WITHIN THE SCOPE OF EMPLOYMENT AT THE DIRECTION OF MUTUALINK. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND WITHOUT LIMITING THE EFFECT OF ANY OTHER PROVISION LIMITING LIABILITY OR DAMAGES, THE MAXIMUM LIABILITY THAT MUTUALINK, INC. SHALL HAVE WITH RESPECT TO ANY PARTY FOR ANY "CLAIMS AND DAMAGES" ARISING OUT OF ANY CLAIM OR CAUSE OF ACTION RELATING TO THE PURCHASE, USE, OR OPERATION OF MUTUALINK PRODUCTS AND/OR SERVICES SHALL BE LIMITED TO THE GREATER OF: (A) THE AGGREGATE OF THE PURCHASE PRICE PAID AND RECEIVED BY MUTUALINK IN RESPECT OF THE ACTUAL PRODUCTS AND/OR SERVICES SOLD OR USED THAT RELATE TO THE CONTROVERSY WITHIN THE PRECEDING 12 MONTHS.

YOU ACKNOWLEDGE THAT THE FOREGOING LIMITATION OF LIABILITY IS COMPLETE AND EXCLUSIVE AND REFLECTS AN ALLOCATION OF RISK BETWEEN YOU AND US IN VIEW OF THE FEES THAT WE CHARGE TO YOU.

16. **Partial Inavailability, Remedies.** If any part, term, or provision of this Order is held illegal, unenforceable, or in conflict with any applicable and enforceable law of the remaining portions or provisions of this Order shall not be affected. All rights not expressly granted to you in this Order are reserved to us. The remedies stated in this Order are in addition to all other remedies available at law or in equity.

17. **Status of Parties.** We are acting as an independent contractor, and the parties are not partners or joint ventures of one another in any respect under this Order.

18. **Government Law.** This Order shall be construed under and be governed in all respects by the laws of the State of Connecticut, without regard to the principles of conflict of law of any jurisdiction. The parties hereto irrevocably submit to the exclusive jurisdiction of the federal or state court sitting in Connecticut, in any action or proceeding arising out of or relating to this Order and the parties hereto irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in any such court; and the parties waive any objection to the convenience of the forum.

19. **Costs of Enforcement.** The party prevailing in the enforcement of the provisions of this Agreement or the Order, including collection of any amounts due hereunder, shall be entitled to recover from the other party, in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorneys' fees and any court costs. As to overdue amounts, we may charge you interest at the lesser of one percent (1.5%) per month or the maximum rate permitted by law for each month or portion thereof but the outstanding balance of any amount due remains unpaid.

20. **No Endorsement.** You agree not to: (i) assign the Order or your rights under any documents, instruments or agreements relating thereto (without our prior written consent) which may be withheld in our sole discretion; (ii) sublicense, rent, or lease all or any portion of the Software Application or Authorized Hardware or use the same at or for any location that is not listed in the Order Form. We will attempt to provide the Interoperable Network in a timely manner. You understand, however, that you will be required to submit various items and/or information to us and by certain stipulated timeframes in order for us to meet applicable deadlines. Should you have to delay a particular date and (ii) we will not be responsible for any resulting delays.

21. **Delays.** Mutualink shall not be liable to you for any delays in processing an Order. Mutualink may ship a partial order, and you will be liable for the payment for such goods, even if the remainder of the Order items are not delivered or cancelled. In the event that any portion of a Order goes unfulfilled after one hundred and twenty (120) days from the original date of scheduled delivery, for reasons other than Purchaser's fault, Purchaser may terminate the unfulfilled portion of the Order without liability by sending Mutualink written notice of cancellation which shall become effective with respect to any remaining unfulfilled items which remain thirty (30) days after such notice is received. For purposes of the foregoing, the original scheduled delivery date shall be sixty (60) days from the date Purchaser makes its Initial Payment or deposit.

22. **Notice.** All notices required to be given hereunder shall, unless otherwise stated, be made in writing and sent to the other party by US Mail, postage pre-paid, return receipt requested (or by certified mail) or by a national overnight parcel carrier to the parties' respective address below, or such other address as may be specified in writing in compliance with this provision, and any such notice shall be deemed received by the addressee three(3) days after such notice was deposited with the US Postal Service, or the date actually delivered by the overnight carrier. Notices to the parties shall be sent as follows:

If to Mutualink:
Mutualink, Inc.
1269 South Broad Street
Wallingford, Connecticut 06103
Attention: Legal Department

If to Purchaser: At the address specified in the Order Form or the last known address as reflected in Mutualink's billing records.

23. **Complete Order.** The Order Form, Purchase Order and Purchase Order Acceptance, if any, this Agreement, the EULA, and the Limited Hardware Warranty Certificate shall be collectively referred to as this "Order Documents". The Order Documents represent the entire understanding between you and Mutualink regarding this Order, the Interoperable Network, and supersede all previous communications, representations, proposals, understandings, and Orders, either oral or written. Failure of any party to insist on strict compliance with the provisions of this Order shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Order. Any changes to this Order must be in writing and signed by you and us.



REDEFINING INTEROPERABILITY

Controllable Intuitive Affordable

1269 South Broad Street | Wallingford, CT 06492 | Phone: (203) 949-1800 | Fax: (203) 269-2378 | www.mutualink.net

CERTIFICATE OF LIMITED HARDWARE WARRANTY

Hardware Product Model #:	
Hardware Serial #:	

1. Warranty

1.1 For a period of ONE (1) year from the date of delivery of the Hardware as specified on the customer Order Form ("Warranty Period"), Mutualink, Inc. ("Company") warrants to Customer (as set forth on the Order Form) that: (a) it has sufficient rights to and in the Hardware purchased by Customer from Company upon automatic renewal of Company's right to sell such Hardware and (b) during the Warranty Period the Hardware shall (i) materially conform to the specifications and (ii) be free from material defects in workmanship and materials. In no event shall Company have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (1) normal wear and tear, (2) accident, disaster or event of force majeure, (3) misuse, fault or negligence of or by Customer, (4) use of the products in a manner for which they were not designed, (5) causes external to the Hardware such as, but not limited to, power failures or electrical power surges, (6) improper storage of the Hardware or (7) use of the Hardware in combination with equipment or software not supplied by Company. If Company provides repair services or replacement parts not covered by the warranty hereunder, Customer shall pay or reimburse Company for all costs of investigating and responding to such request at Company's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE HARDWARE PERFORMED BY ANY PERSON OR ENTITY OTHER THAN COMPANY WITHOUT COMPANY'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY COMPANY, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED HARDWARE.

1.2 During the Warranty Period, Company shall, without undue delay, use commercially reasonable efforts to correct or replace any Hardware or component thereof that does not conform to the warranties stated in Subsection 1.1, provided Customer has promptly, as may be reasonable under the circumstances, notified Company in writing of the non-conformity, and cooperates with Company in its correction efforts. All returned Hardware must be packed appropriately so as to not cause any damage to the Hardware while in transit and shall conspicuously bear the Return Materials Authorization ("RMA") number or Customer must obtain from Company prior to return. Customer shall be solely responsible for all packaging and shipping costs associated with returned Hardware. The sole remedy of Customer with respect to any Hardware warranty or defect is as stated in this Subsection 1.2.

1.3 COMPANY DOES NOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY USING THE HARDWARE NOR THAT OPERATION OF THE HARDWARE SHALL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED, EXCEPT FOR THE WARRANTIES MADE DIRECTLY TO CUSTOMER IN SECTION 1.1 ABOVE, TO THE GREATEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES TO ANY PERSON WITH RESPECT TO THE HARDWARE OR ANY LICENSES AND DISCLAIMS ALL IMPLIED WARRANTIES, WITHOUT LIMITATION, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF COMPANY HAD BEEN INFORMED OF SUCH PURPOSE) AND NON-INFRINGEMENT.

1.4 Company's sole liability with respect to Third Party Hardware or any other equipment, materials, or parts of third parties shall be limited to the assumption by Company to Customer of any such third party warranty to the extent the same is assignable, unless the warranty is issued directly from a third party to Customer for the Third Party Hardware. Company makes no representations or warranties regarding the merchantability, suitability or fitness of Third Party Hardware in relation to the Hardware other than that the same, when delivered, is compatible with the Hardware in material respects when used or operated in its established default configuration with applicable Specifications. Company shall have no responsibility to Customer in providing or administering any warranty claims made by Customer under Third Party Hardware warranties, nor does Company guarantee or warrant the performance of such parties.

1.5 "Hardware" shall mean the equipment manufactured and assembled by Company and identified by serial number(s) as listed on this Warranty Certificate and specifically excludes Third Party Hardware. "Third Party Hardware" shall mean those Hardware items listed on the Customer Order Form that are manufactured and sold as finished goods or products by third parties, whether or not sold as part of, or fitted, attached to, or connected to the Hardware. "Specifications" shall mean the technical information that is furnished to Customer and which includes but is not limited to: identification information relating to Third Party Hardware, including without limitation, drawings, sketches, models, manufacturing level schematics, computer or other apparatus programs, user manuals, trouble shooting guides and descriptions of the same or which are otherwise furnished to Customer from time to time, including technical updates and notices.

1.6 The foregoing are Customer's sole and exclusive remedies for breach of warranty.

2. Limitation of Liability

2.1 COMPANY SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS HEREUNDER OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF COMPANY TO THE CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE LESSER OF THE AMOUNT PAID TO COMPANY BY CUSTOMER FOR THE HARDWARE OR \$1,000 (ONE THOUSAND DOLLARS). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. CUSTOMER UNDERSTANDS AND AGREES THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND BY OTHER APPLICABLE LAWS.

2.2 No employee, agent, representative or affiliate of Company has authority to bind Company to any oral representations or warranty concerning the Hardware. Any written representation or warranty not expressly contained herein is not enforceable.

3. Indemnification

3.1 Customer will indemnify Company and its officers, directors, employees, its affiliates and agents from all damages, settlements, attorneys' fees and expenses related to a claim of infringement or misappropriation. Customer will defend and indemnify Company and its officers, directors, employees and agents for any loss or damages resulting from any claims, demands, or actions of a third party arising out of or relating to this Certificate of Warranty (including reasonable attorneys' fees) or Customer's actions, including representations that were not authorized by Company.

3.2 Customer shall be solely responsible for all claims, based upon warranties and representations made by Customer or its employees, agents, or distributors which expand upon any warranty or representation provided by Company as set forth herein, and shall indemnify and defend Company against any suit, claim, liability, damages, costs and expenses arising from such claims or otherwise arising out of the actions or inactions of Customer hereunder and its employees, agents, or distributors, including, without limitation, the breach of any of Customer's obligations herein.

3.3 To the extent that Customer uses the Hardware in connection with any public safety, emergency response or other critical response environment, including but not limited to use by fire, police, emergency medical personnel or systems, utilities or agencies responsible for roads and/or transportation, entities or agencies responsible for utilities monitoring or emergency response systems, Company shall not be responsible for any injuries, damages, settlements, attorneys' fees and expenses that may be attributable, in whole or in part, to any delays in response time or errors that may arise out of or relate to any communications failures, audio or data corruption, misrouting or wrongly delivered communications content, misuse or negligent use of the Hardware or its functions, unauthorized access, malicious code or virus, third party communications systems failures, power failures, or any other Mutualink equipment failures, that result in interruptions, delays, or lost, corrupted or compromised data. Customer will indemnify Company and its officers, directors, employees and agents from all claims, liabilities, investigations, damages, costs settlements, attorneys' fees and other expenses related to such delays or failures or arising from such claims or otherwise.

4. Miscellaneous

4.1 The laws of the State of Connecticut shall govern the validity, construction, interpretation, and performance of this Certificate of Warranty. Each party irrevocably agrees that any legal action, suit or proceeding brought by a litigant out of this Certificate of Warranty must be brought solely and exclusively in the appropriate state or federal court within the State of Connecticut.

4.2 The remedies stated in this Certificate of Warranty are the sole and exclusive remedies available, and all others, whether at law or in equity, are irrevocably and expressly waived by Purchaser.

4.3 In the event of any litigation arising out of this Certificate of Warranty or for its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgment, reasonable attorneys' fees and court costs in connection with such litigation.

4.4 If any provision, or part thereof, in this Certificate of Warranty, is held to be invalid, void or illegal, it shall be severed from the remainder and shall not affect, impair or nullify any other provision, or part thereof, and if possible shall be reformed to a provision which comes closest to such severed provision, or part thereof, in language and intent, without being invalid, void or illegal. Company shall be entitled to rely upon the enforceability of the provisions of the Certificate of Warranty as being duly valid and enforceable notwithstanding any administrative regulation, policy statement or executive order to the contrary which may be binding upon and restrict the actual authority of any governmental agency or entity, unless the Company is notified in writing in advance of any such limitation on authority, and an addendum is issued acknowledging such limitation and restriction and revoking the terms hereof. To the greatest extent possible, every Customer that is a governmental entity waives sovereign immunity with respect any claim of action relating to or arising out of the subject matter of this Certificate of Warranty.

4.5 The rights, duties and obligations of Customer under this Certificate of Warranty may not be assigned or transferred in whole or in part by operation of law or otherwise. Company may assign this Certificate of Warranty, subject to applicable law governing assignment. Any purported transfer or assignment in contravention of this Section 4.5 is void. This Certificate of Warranty and the rights and obligations hereunder shall be binding on the parties and their respective successors and permitted assigns, heirs and representatives.

4.6 All waivers under this Certificate of Warranty must be in writing. Any express waiver or failure to exercise promptly any right under this Certificate of Warranty will not create a continuing waiver or any expectation of non-enforcement of such right or any other.

4.7 Customer acknowledges that its use of the Hardware may require certain governmental permits and licenses and hereby represents that it has acquired or prior to use of the Hardware shall acquire any such required permits or licenses. The parties hereby agree that Company shall have no obligation to inform Customer of any required permits or licenses and, further, shall have no obligation to secure any of the foregoing.

4.8 Customer shall only use the Hardware in a manner that would not violate the requirements of applicable laws.

4.9 This Certificate of Warranty, including the Customer Order Form, (and, if purchased through an authorized reseller or distributor, any required terms and provisions imposed by the Company that must be included in any reseller purchase order form or sales agreement, or a supplemental agreement for the benefit of the Company) is the entire agreement relating to this subject matter. It supersedes all prior or contemporaneous oral or written agreements, communications, proposals, conditions, representations and warranties with respect to its subject matter. No modification of this Certificate of Warranty will be binding, unless in writing and signed by



REDEFINING INTEROPERABILITY

Controllable Initiative Affordable

1269 South Broad Street | Wallingford, CT 06492 | Phone: (203) 949-1800 | Fax: (203) 269-2378 | www.mutualink.net,

END USER SOFTWARE LICENSE AGREEMENT

Model #:	
Serial #:	
License #:	

IMPORTANT—READ CAREFULLY

This End User License Agreement ("EULA") is a legal agreement between "you" (an end-user municipality, an agency, a department or other person, entity or organization) and Mutualink, Inc. ("Company") in connection with your purchase or use of the Authorized Hardware units described above. The Authorized Hardware operates using software and/or firmware ("Software") which enables, among other functions, access to the Mutualink Peer to Peer Interoperability Network (the "Interoperability Network") and dynamic communication sessions to be initiated and maintained by the Authorized Hardware on the Interoperability Network. The Interoperability Network consists of, among other things: (i) one or more Peer Network Interface Devices to be installed and located upon your premises (the "Peer NIDs" and together with all other equipment and hardware owned or operated by Mutualink being referred to as the "Mutualink Network Equipment"), and (ii) digital communications connectivity, routing and switching and/or monitoring services and functions that enable the sharing, transmission or receipt of information or data by and among any two or more Edge Devices or other service points in the network, and network quality health and monitoring services, dynamic software update services, and expanded peer network directory administration services (collectively, the "Peer Network Access Services"). "Mutualink End-User Device" consists of any physical computing, processing, machine interface or communication interface hardware manufactured and sold by Mutualink for end-user use including Edge Devices such as, but not limited to, Network Interface Control (NIC) Devices, Interoperable Workstations (IWS) and/or other edge devices. "Authorized Hardware" means Mutualink End-User Device or third party hardware that is authorized by Mutualink from time to time to connect to the Interoperability Network or the Peer Network Access Services or that otherwise uses the Software ("Third Party Hardware", and together with Mutualink End-User Equipment referred to as "Authorized Hardware"). The Software shall only be operated in conjunction with the specific Authorized Hardware designated above. It may not be copied or transferred to another machine or device.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, OPERATING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, OPERATE, OR USE THE SOFTWARE.

- GRANT OF LICENSE.** Subject to the payment, when due, of any and all fees owed to Company and your faithful performance of and compliance with the terms and conditions of this EULA, Company grants to you, and you accept, a limited, non-exclusive, non-transferable license (the "License") to operate the compiled executable version of the Software on the Authorized Hardware for which it is authorized for solely for your personal business or personal governmental or proprietary rights relating to or residing in the Software, and (b) software and programming code that supports the operation of this Software. The Software is licensed, not sold, even if it is pre-loaded or installed, or embedded in Authorized Hardware.
- RESERVATION OF RIGHTS AND OWNERSHIP.** Company reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. You acknowledge that Company or its suppliers own all (a) patents, copyrights, trade secrets, trademarks and other intellectual property and proprietary rights relating to or residing in the Software, and (b) software and programming code that supports the operation of this Software. The Software is licensed, not sold, even if it is pre-loaded or installed, or embedded in Authorized Hardware.
- LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** You may not modify, alter, reverse engineer, decompile, or disassemble the Software or otherwise attempt to derive the source code of the Software.
- NO RENTAL/COMMERCIAL HOSTING.** You may not rent, lease, lend, sell, resell, partition, sublicense, transfer (including indirect transfers), assign or otherwise transfer for value the Software or provide commercial hosting services with the Software.
- CONSENT TO USE OF DATA.** You agree that Company and its affiliates may collect and use information gathered as part of the product support services provided to you, if any, related to the Software. Company may use this information solely to improve its products or to provide customized services or technologies, and to monitor the quality and any disruptions in the Interoperable Network.
- ADDITIONAL SOFTWARE/SERVICES.** This EULA applies to updates, supplements, add-on components, or modifications of the Software that Company may provide or make available to you when the date you obtain your initial Software and provided that you are not in default hereunder, unless Company provides other terms along with the update, supplement, add-on component, or modification. Company reserves the right to discontinue any function or service provided to you or made available to you through the use of the Software.
- UCITA.** The interpretation and enforcement of this EULA, or any of its terms or provisions, shall not be governed by or construed in accordance with the Uniform Computer Information Transaction Act in 2000, as adopted by the National Conference of Commissioners on Uniform State Laws ("UCITA"), if, as or when the same, or any portion thereof, may be adopted or enacted by the jurisdiction pursuant to which governing substantive laws this EULA shall be interpreted and enforced. Without limiting in any way diminishing the foregoing exclusion or inapplicability of UCITA, and only to the extent and solely for the purpose of reflecting or giving full legal effect to such exclusion, the parties agree that the substantive provisions of Section 904 of UCITA would apply to the extent the same were to be enacted by the governing jurisdiction and shall apply if necessary to give full effect to this exclusivity provision, if and when the same or a similar provision is enacted.
- EXPORT CONTROL.** You agree that you shall comply with all applicable export control, anti-corruption, anti-terrorism, anti-laundering or similar laws, rules, regulations and orders of the United States, including but not limited to, all export laws and restrictions and Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), Department of State, or other United States agency or authority, and not to export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations (including, without limitation, export or re-export to countries prohibited in the then current Supplement No. 1 to Part 770, or to embargoed persons such as Specially Designated Terrorists (SDT), Foreign Terrorist Organizations (FTO), Specially Designated Global Terrorists (SDGT), and Specially Designated Narcotics Traffickers (SDNT), as provided in Part 744 of the U.S. Export Administration Regulations (or any successor supplement or regulation) ("EAR"), or prohibited or unauthorized persons under the OFAC regulations (31 C.F.R. 5500 et seq.), or barred entities or persons under International Traffic in Arms Regulations (ITAR) (22 C.F.R. 121.77). THE SOFTWARE CONTAINS ENCRYPTION SOFTWARE AND THE EXPORT OF ANY SUCH ENCRYPTION SOFTWARE TO ANY DESTINATION OUTSIDE OF THE UNITED STATES IS PROHIBITED UNLESS A LICENSE OR OTHER APPLICABLE EXEMPTION UNDER PART 740 OF THE EXPORT ADMINISTRATION REGULATIONS.
- GOVERNMENTAL RIGHTS AND USERS.** United States Government users of the Software and any contractor thereof are licensed only under the terms of this License, which is our standard licensing agreement for commercial and use. You will identify the Software in all agreements with the United States Government or any contractor thereof, as follows: (a) For acquisition by or on behalf of civilian agencies, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of the party's standard software license agreement, as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; (b) For acquisition by or on behalf of units of the Department of Defense ("DOD"), as necessary to obtain protection as "commercial computer software" and "commercial computer software documentation" in accordance with the terms of the party's standard software license agreement, as specified in 48 C.F.R. 227.7202.
- LIMITED SOFTWARE WARRANTY.** EXCEPT AS EXPRESSLY PROVIDED BELOW, COMPANY MAKES NO, AND DISCLAIMS ALL, WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE (EVEN IF COMPANY HAS BEEN INFORMED OF SUCH PURPOSE), NON-INFRINGEMENT, AND ITS ERROR-FREE OPERATION. Company warrants to You that the Software will perform its intended programmed function materially free from error when operated on properly functioning and routinely updated and maintained Authorized Hardware that meets the minimum performance and operating requirements established by the Company. The foregoing warranty is limited for a period of one (1) year from the date of installation. In the case of any defect which is subject to warranty coverage ("Warrantable Defect"), Mutualink will make commercially reasonable efforts to repair the Warrantable Defect in a reasonable period of time at no cost to You ("a Repair"). In the event that Mutualink determines that it is unable to make a Repair without incurring unreasonable cost or expense, as determined by Mutualink in its sole discretion, Mutualink may elect to make refund to you in the amount of your Authorized Hardware purchase ("a Refund"). You agree that Repair or a Refund are your sole and exclusive remedies, and that you are not entitled to, and waive, any other rights to damages.
- INDEMNITY.** You, for yourself and your employees, agents, officers, directors, members, shareholders, guests, invitees, users, customers or other parties with whom you deal or serve ("Related Parties"), as the case may be, agree to hold harmless, defend and indemnify Mutualink, Inc. and its employees, agents, officers and directors, and shareholders of and from any and all claims, causes of action, losses, damages, expenses, fines, and penalties which may arise out of the purchase, use or operation of Mutualink products and services ("Claims and Damages"), including but not limited to, actual or alleged defects in Mutualink products and/or services, the failure of Mutualink products to operate or the interruption or disruption of the operation of Mutualink products, the suitability or deficiency in Mutualink products with respect to any and all intended or foreseeable uses, interruptions or failures in network related communications transmission or carriage, power failures, hardware or part failures, malfunctions or unauthorized access to, or use of, Mutualink products or other communications sent or received by, through or with the aid of Mutualink products, any malicious code, software virus, or other intentional act of surveillance, disruption or interference rendered by any party other than Mutualink, the improper use of Mutualink products, any alleged or actual lack of training or defect or errors in training users of Mutualink products and services, or any claims, omissions or defects in any instructional, user or technical manuals or documentation

furnished in connection with Mutualink products and services any alleged failure to adequately monitor the existence or occurrence of, or respond to or repair any failure or disruption, or failure, whether or not Mutualink or its agents or representatives are notified of any such condition and been advised of the actual or potential risks, harms, injuries or adverse consequences which may arise from any delay of failure to respond to repair any such condition. To the extent you are a political subdivision, governmental agency, or quasi-governmental entity with sovereign immunity ("Government Entity"), you acknowledge, and hereby designate and appoint, Mutualink, Inc., to the greatest extent permitted by law, your agent for the sole and limited purpose of providing interoperable communications facilities by and between you and other entities.

12. LIMITATION OF LIABILITY. IN NO CASE SHALL MUTUALINK BE LIABLE TO YOU, OR ANY OF ITS RELATED PARTIES FOR ANY "CLAIMS AND DAMAGES", EXCEPT FOR THOSE OBLIGATIONS AND REMEDIES THAT ARE AVAILABLE UNDER APPLICABLE WARRANTIES FROM MUTUALINK, IF ANY, OR IN THE CASE OF WILLFUL AND INTENTIONAL MISCONDUCT BY MUTUALINK, OR ITS DIRECT EMPLOYEES ACTING WITHIN THE SCOPE OF EMPLOYMENT AT THE DIRECTION OF MUTUALINK. NOTWITHSTANDING NOTHING TO THE CONTRARY AND WITHOUT LIMITING THE EFFECT OF ANY OTHER PROVISION LIMITING LIABILITY OR DAMAGES, THE MAXIMUM LIABILITY THAT MUTUALINK, INC. SHALL HAVE WITH RESPECT TO ANY PARTY FOR ANY "CLAIMS AND DAMAGES" ARISING OUT ANY CLAIM OR CAUSE OF ACTION RELATING TO THE PURCHASE, USE OR OPERATION OF MUTUALINK PRODUCTS AND/OR SERVICES SHALL BE LIMITED TO THE LESSER OF \$1,000 IN THE AGGREGATE OR THE PURCHASE PRICE PAID AND RECEIVED BY MUTUALINK IN RESPECT OF THE ACTUAL PRODUCTS AND/OR SERVICES SOLD OR USED THAT RELATE TO THE CONTROVERSY WITHIN THE PRECEDING 12 MONTHS.

YOU ACKNOWLEDGE THAT THE FOREGOING LIMITATION OF LIABILITY IS COMPLETE AND EXCLUSIVE AND REFLECTS AN ALLOCATION OF RISK BETWEEN YOU AND US IN VIEW OF THE FEES THAT WE CHARGE TO YOU.

13. NOTICES. All notices required to be given herein shall, unless otherwise stated, be made in writing and sent to the other party by US Mail, postage pre-paid, return receipt requested (or by certified mail) or by a national overnight parcel carrier to the parties' respective address below, or such other address as may be specified in writing in compliance with this provision, and any such notice shall be deemed received by the addressee three(3) days after such notice was deposited with the US Postal Service, of the date actually delivered by the overnight carrier. Notices to the parties shall be sent as follows:

To Mutualink:
 Mutualink, Inc.
 1269 South Broad Street
 Wallingford, Connecticut 06492
 Attention: Licensing Department

To You: At the address specified in the Purchase Order or the last known address as reflected in Mutualink's billing records.

14. GOVERNING LAW. The substantive laws of the State of Connecticut shall govern the validity, construction, interpretation, and performance of this EULA. Each party irrevocably agrees that any legal action, suit or proceeding brought by or arising out of this EULA must be brought solely and exclusively in the appropriate state or federal court within the State

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

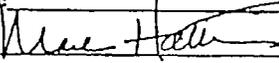
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Mark Hatten, CEO / Chairman

Representative's Signature: 

Name of Company: Mutualink, Inc.

Tel. No.: 866-957-5465

Date: 6/12/2013

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 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: Mark Hatten, CEO / Chairman
Representative's Signature: Mark Hatten
Name of Company: Mutualink, Inc.
Tel. No.: 866-957-5465 Date: 6/12/2013

**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: Mutualink, Inc.
Address: 1269 South Broad Street Wallingford, CT 06492
Telephone No. : 866-957-5465 x101
Contact Name: Dawn S Odams

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

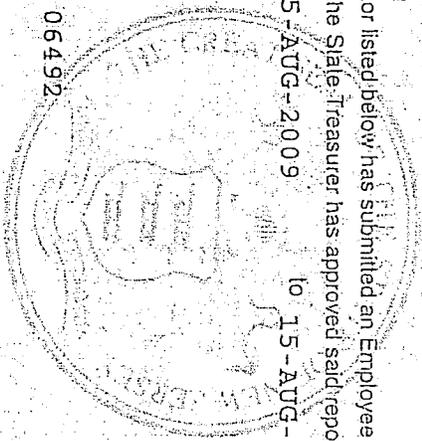
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 43779

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 - AUG - 2009 to 15 - AUG - 2016

MUTUALINK INC
1269 SOUTH BROAD ST
WALLINGFORD CT 06492



State Treasurer



Certificate Number
665341

Registration Date: 08/04/2012
Expiration Date: 08/03/2014



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:

Mutualink, Inc.
2012

Responsible Representative(s):
Mark Hatten, CEQ

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.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
MUTUALINK, INC

TRADE NAME:

ADDRESS:
1269 SOUTH BROAD ST
WALLINGFORD CT 06492-1737

SEQUENCE NUMBER:
1384460

EFFECTIVE DATE:
01/29/08

ISSUANCE DATE:
01/29/08

James P. Shannon
Director
New Jersey Division of Revenue

FORM-BRC(08-01)

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



City Of Jersey City

Office of Emergency Management & Homeland Security

Memorandum

W.Greg Kierce , Director

Steven M. Fulop Mayor

TO: Council President Rolando R. Lavarro Jr.
Councilwoman at Large Joyce Waterman
Councilman at Large Daniel Rivera
Councilman Frank Gajewski Ward A
Councilman Khemraj "Chico" Ramchai Ward B
Councilman Richard Boggiano Ward C
Councilman Michael Yun Ward D
Councilwoman Candice Osborne Ward E
Councilwoman Diane Coleman Ward F

FROM: W. Greg Kierce

SUBJ: Mutual Link Reso # 13-524

DATE: July 29, 2013

This project is funded thru a \$ 75,000.00 grant from the Department of Homeland Security Urban Area Security Initiative (UASI) program to enhance Public/Private Sector Information sharing along the Jersey City Gold Coast Financial area. The grant was approved for acceptance by the Jersey City Municipal Council on March 28, 2013 under Resolution 13-219.

This grant will fund the instillation of two Mutual Link interoperability systems at the Mack/Cali Harbor side Financial Center and LeFak Properties. Previous UASI funding provided for a similar system at the Goldman Sachs building.

The addition these two system will greatly enhance situational awareness and interoperability between the public/private sector along the Jersey City waterfront area during natural and manmade disasters

Yours truly,

W. Greg Kierce, Director

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

City Clerk File No. _____ Res. 13.525

Agenda No. _____ 10.J

Approved: _____ JUL 31 2013

TITLE:



RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO VIC ELECTRIC INC. FOR ELECTRICAL REPAIRS DAMAGED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012

Council offered and moved adoption of the following Resolution:

WHEREAS, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

WHEREAS, as a result of the storm, the Director of Public Works notified the Purchasing Agent that an emergency existed due to damages from flooding to the Electrical System at City Hall; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed; and

WHEREAS, it is necessary to have the Electrical System repaired as soon as possible as it necessary to protect and promote the public health, safety and welfare; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the total cost for the repairs is \$30,340.00; and

WHEREAS, these funds are available in the General Capital Fund Account.

<u>PO #</u>	<u>Account No.</u>	<u>Amount</u>
110504	04-215-55-838-991	\$ 7,500.00
110505	04-215-55-838-990	\$18,900.00
110506	04-215-55-838-991	\$ 3,940.00
	Total	\$30,340.00

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

- 1) because of the above stated reasons which are incorporated herein, an emergency contract award to VIC Electric Inc., 3429 Shoreline Drive, Allenwood, New Jersey 08720 is made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to repair the Electrical System in City Hall damaged during the hurricane is hereby ratified;
- 2) the total cost of the emergency contract is \$30,340.00;
- 3) the Director of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
- 4) the Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

(Continued to page 2)

TITLE: **RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO VIC ELECTRIC INC. FOR ELECTRICAL REPAIRS DAMAGED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012**

5) the Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

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

Approved by _____
Peter Folgado, Purchasing Agent, RPPO

Donna Mauer
Donna Mauer, CFO

PF/pv
7/12/13

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

I N T E R

O F F I C E

MEMO

**Department of Public Works
Office of the Director**

To: Peter Folgado, Director, Purchasing
From: Michael Razzoli, Director, Department of Public Works
Subject: Emergency Repair
Date: July 11, 2013

R0162647

On this day, Thursday 7/11/13 it was declared the electrical system in city hall is unsafe and needs emergency repair.

Vendor Contractor: Vick Electrical



VIC ELECTRIC, INC.

PROPOSAL

3429 Shoreline Drive
PO Box 497
Allenwood, NJ 08720

Phone: (732) 292-1234
Fax: (732) 292 2814
NJ Lic/Bus Permit # 9519
NY Lic. # 11431

Proposal # 3017
Date: 7/08/2013

Bill To: LS Engineering
150 River Road Building E - Suite E2
Montville, NJ

Terms: 30 Days

JOB: Cleaning Of Service Entrance Gear
Grove Street
Jersey City , NJ 07302

Proposal For the Following:

- 1) Shut off incoming PSE&G feed.
- 2) Dismantle existing copper bus, and remove existing breakers.
- 3) Clean copper bus with solutions and denatured alcohol.
- 4) Reassemble copper bus, and torque to required torque.
- 5) Reinstall any breakers that have been removed.
- 6) Please note that all existing breakers will be reused.
- 7) This work will need to be done on a weekend as the PSE&G feed will need to be turned off.

TOTAL.....\$7,500.00

Note: The full extent of the necessary cleaning may change after the scanning is done.



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1511393 FOR VIC ELECTRIC INC. IS VALID.

I N T E R

O F F I C E

MEMO

Department of Public Works
Office of the Director

To: Peter Folgado, Director, Purchasing

From: Michael Razzoli, Director, Department of Public Works

Subject: Emergency Repair

Date: July 11, 2013

R0162648

On this day, Thursday 7/11/13 it was declared the electrical system in city hall is unsafe and needs emergency repair.

Vendor Contractor: Vick Electrical



VIC ELECTRIC, INC.

PROPOSAL

3429 Shoreline Drive
PO Box 497
Allenwood, NJ 08720

Phone: (732) 292-1234
Fax: (732) 292 2814
NJ Lic/Bus Permit # 9519
NY Lic. # 11431

Proposal # 3018
Date: 7/08/2013

Bill To: LS Engineering
150 River Road - Building B
Montville, NJ

Terms : 30 Days

JOB: Jersey City MDP Cleaning
Grove Street
Jersey City , NJ 07302

Proposal For the Following:

- 1) Open Gear and Remove all Switches.
- 2) Disconnect bus sections and clean off corrosion.
- 3) Clean the removed service switches and fuse connections.
- 4) Reassemble bus and reinstall service switches.
- 5) Any unused switches will not be reinstalled.
- 6) Open and clean the 2 existing panels in the boiler room.
- 7) Breakers in the smaller Square D panel will be replaced.
- 8) This work will need to be done off normal business hours,
as the power will need to be turned off.
- 9) This work does not include Sunday labor charges.

TOTAL.....\$18,900.00

Note: The full extent of the necessary cleaning required may change after the Scanning Results.



New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1511393 FOR VIC ELECTRIC INC. IS VALID.

I N T E R

O F F I C E

MEMO

**Department of Public Works
Office of the Director**

To: Peter Folgado, Director, Purchasing
From: Michael Razzoli, Director, Department of Public Works
Subject: Emergency Repair
Date: July 11, 2013

R 0162 630

On this day, Thursday 7/11/13 it was declared the electrical system in city hall is unsafe and needs emergency repair.

Vendor Contractor: Vick Electrical



VIC ELECTRIC, INC.

PROPOSAL

3429 Shoreline Drive
PO Box 497
Allenwood, NJ 08720

Phone: (732) 292-1234
Fax: (732) 292 2814
NJ Lic/Bus Permit # 9519
NY Lic. # 11431

Proposal # 3016
Date: 7/08/2013

Bill To: LS Engineering
150 River Road - Building E - Suite E2
Montville, NJ 07045

Terms : 30 Days

JOB: Jersey City Scanning
Grove Street
Jersey City, NJ 07302

Proposal For the Following:

- 1) Open all Electrical Gear and Infra Red Scan All Existing Electrical Equipment.
- 2) Gear to be Scanned is in the Boiler Room and Service Entrance Room.
- 3) Note Existing Fuse Sizes For LS Engineering.
- 4) Close Gear and Provide Report of Results.
- 5) The Following is Needed to be Done During Normal Business Hours, while there is a load on the Gear.

TOTAL.....\$3,940.00

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

City Clerk File No. Res. 13.526

Agenda No. 10.K

Approved: _____

TITLE:



RESOLUTION AWARDING A CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF SCHOOL TRAFFIC GUARD WEARING APPAREL FOR THE DEPARTMENT OF POLICE/TRAFFIC GUARD UNIT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) is in need of **School Traffic Guards Wearing Apparel** which is what the School Crossing Guards are required to wear to direct traffic and provide safety to school children and pedestrians in designated school crossings; and

WHEREAS, as per N.J.S.A. 40A:11-6.1(a) quotes were solicited and obtained (3) three proposals, with the lowest responsible being that from Turn-Out Fire & Safety, Inc., 3468 Kennedy Boulevard, Jersey City, New Jersey 07307 in the total amount of **Twenty Six Thousand Four Hundred Seventy Nine Dollars and Fifty Cents (\$26,479.50)**; and

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

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Acting Director of Police has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

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

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$26,479.50 are available in **Police Operating Account, 01-201-25-240-215**; and

Account	PO #	Total Contract
01-201-25-240-215	110431	\$26,479.50

WITHDRAWN

(Continued on page 2)

TITLE:

RESOLUTION AWARDING A CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF SCHOOL TRAFFIC GUARD WEARING APPAREL FOR THE DEPARTMENT OF POLICE/TRAFFIC GUARD UNIT

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 contract, in substantially the form of the attached, with **Turn-Out Fire & Safety, Inc.** for a total contract amount of **\$26,479.50**;
2. Upon certification by an official or employee of the City authorized to administer the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$26,479.50 are available in Police Operating Fund Account, 01-201-25-240-215 for payment of this resolution.

Account	PO #	Total Contract
01-201-25-240-215	110431	\$26,479.50

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

Donna Mauer
 Donna Mauer,
 Chief Financial Officer

PF/pv
 7/9/13

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

COUNCILPERSON	RECORD		
	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

WITHDRAWN

APPROVED			
7.31.13			
PERSON	AYE	NAY	N.V.
MAN			
, PRES.			

N.V.-Not Voting (Abstain)

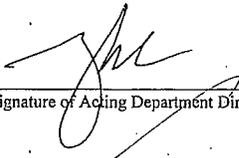
Adopted at a meeting of the Municipa

LEGISLATIVE FACT SHEET

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

1. **Full title of ordinance/resolution/cooperative agreement:**
RESOLUTION AWARDING A CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF SCHOOL TRAFFIC GUARD WEARING APPAREL FOR THE DEPARTMENT OF POLICE/TRAFFIC GUARD UNIT
2. **Name and title of person initiating ordinance/resolution, etc.:** Robert Kakoleski, Acting Director of the Jersey City Police Department.
3. **Concise description of program, project or plan proposed in the ordinance/resolution:** Maintain Traffic Guards fully uniformed.
4. **Reasons (need) for the proposed program, project, etc.:**
RESOLUTION AWARDING A CONTRACT TO TURN-OUT FIRE & SAFETY, INC. FOR THE PURCHASE AND DELIVERY OF SCHOOL TRAFFIC GUARD WEARING APPAREL FOR THE DEPARTMENT OF POLICE/TRAFFIC GUARD UNIT
5. **Anticipated benefits to the community:** School crossing guards wear the uniform so that they are highly visible and easily identifiable by motorists, pedestrians, school children and the general public.
6. **Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match an in-kind contributions):** The cost of this Pay-to-Play contract is Twenty Six Thousand Four Hundred Seventy Nine Dollars and Fifty cents (\$26,479.50)
7. **Date the proposed program, or project will commence:** Upon adoption by the Jersey City Municipal Council.
8. **Anticipated completion date:** ASAP
9. **Person responsible for coordinating proposed program, project, etc.:** Robert Kakoleski, Acting Director, Jersey City Police Department.
10. **Additional comments:** Resolution proposed at the recommendation of the Acting Director of the Jersey City Police Department.

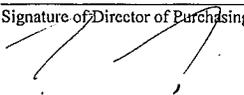
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



Signature of Acting Department Director

7/11/13

Date



Signature of Director of Purchasing

7/12/13

Date

DETERMINATION OF VALUE CERTIFICATION

I, Robert Kakoleski, of full age, hereby certify the following:

1. I am the Acting Director of the Police Department.
2. The City requires Uniforms for the Jersey City Police/School Traffic Guard Unit.
3. The City informally solicited quotations for uniforms.
4. The administration's recommendation is to award a contract to Turn-Out Fire & Safety, Inc.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.



Robert Kakoleski, Acting Director,
Jersey City Police Department

7/10/13

Date



Style #777T & 726T Combined

Shell: 100% Polyester with waterproof coating

Lining: 100% Nylon Taffeta

Colors: Navy

Sizes: S thru 5X

TURNOUT FIRE/SAFETY
3468-KENNEDY BLVD

LOW

JERSEY CITY, NJ 07307

Q U O T A T I O N

Quote Date:	Quote#	Page
7/02/13	132092	1

B JERSEY CITY POLICE DEPT
I 1 JOURNAL SQUARE
L FISCAL OFFICE TERRI LYNN
L JERSEY CITY, NJ 07302

S JERSEY CITY POLICE DEPT
H JCPD CROSSING GUARDS
I JERSEY CITY, NJ 07306
P

(201) 547-5769 01

Cust Code	Slmn	Cust P.O.	Ship Via	Terms	Due Date
JCPD	01	QUOTE	UPS/RPS G	NET 30 DAYS	

Line Nos	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Est Price
E 1	3659990000	26	MISC OUTERWEAR NAVY BLUE SNAP AND WEAR 777T/726T	100	0	100	174.75		174.75	17475.00
E 2	2059990000	20	MISC HEADWEAR WHITE GLOVES	200	0	200	2.00		2.00	400.00
E 4	2659990000	26	MISC LEATHER GOODS SLACK WHISTLE/LANYARDS	125	0	125	2.50		2.50	312.50
E 5	3232990000	32	MISC EMBLEMS UNIFORM SHOULDER EMBLEMS	350	0	350	1.92		1.92	672.00
E 6	3059990000	30	MISC BANGLES/BUTTON/JE HAT BADGES CROSSING GUARDS	10	0	10	28.50		28.50	285.00
E 7	2059990000	20	MISC HEADWEAR mens white hat	10	0	10	22.90		22.90	229.00
E 8	2099990000	20	MISC HEADWEAR baseball hat with JESTS WORDING	220	0	220	6.00		6.00	1320.00
E 9	3800050000	RT3220	TRAFFIC REFLECTIVE GLOVE (GREEN L)	150	0	150	9.99	27.7%	6.50	975.00
E 12	0405000007	001MNV	POLYESTER PANTS MENS UNIFORM TROUSERS (NAVY 34 RG-UNF)	35	0	35	29.99	43.2%	17.00	595.00

NJ ST CNTY A20947, A80940, A80953, A81360, A81329, A78923
PLS PROCESS & PAYMENT. WWW.TURNOUTUNIFORMS.COM

TURNOUT FIRE/SAFETY
3460-KENNEDY BLVD

JERSEY CITY, NJ 07307

Q U O T A T I O N

Quote Date:	Quote#	Page
7/02/13	132092	2

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
11 F	0406040002	600FNV	WOMEN'S POLYESTER PANTS LADIE UNIFORM TROUSERS (NAVY 10)	200	0	200	22.50	43.0%	21.00	4210.00

NJ ST CONT A80547, A80946, A80953, A81360, A81325, A78523
PLS PROCESS 4 PAYMENT. WWW.TURNOUTUNIFORMS.COM

SUBTOTAL	26475.50
SALES TAX	0.00
TOTAL QUOTATION	26475.50

**AFTER
PAY GROSS AMT--> ~~26475.50~~

MANZO UNIFORMS
NEW BID PRICE

FOR SNAP WEAR COAT

ST 777 AND 726

\$ 155 EA

Hi-Vis GLOVES

35⁰⁰ EA

Shoulder Patches

4²⁵ EA

THANK
YOU
MANZO



Mark Ull
Scott Ull

KING'S SON

Est. 1946

Mussie Ull
Ed Burns

Menswear • Sportswear • Sneakers
Big & Tall Department
U.S. Postal Licensed Uniform Vendor
Work Apparel & Uniform Sales

Fax # 201-547-6585

Louis Stankowsky

Not bidding on crossing guard
order at this present time.

Thank you for opportunity...

Most Sincerely
Mark Ull

**JERSEY CITY POLICE DEPARTMENT
SCHOOL TRAFFIC GUARD UNIT**

MEMO

TO: Mr. Thomas Comey, Chief of Police
FROM: Chris Miller, Supervisor S.T.G.U.
DATE: February 05, 2013
SUBJECT: STG Uniform Requisition

Dear Sir;

Attached please find a Departmental Requisition for School Traffic Guard Uniforms for 2013. Please be advised that as per the STG Association contract, with the City of Jersey City, all STG's are to receive complete uniforms each year.

Respectfully,



Chris Miller, Supervisor
School Traffic Guard Unit

cc: file

Req #: _____

JERSEY CITY POLICE DEPARTMENT DEPARTMENT REQUISITION

Date: February 06, 2013

The following supplies are required for use at the School Traffic Guard Unit
by : School Traffic Guard

New Items

Replacement items

Quantity	Item Description	Approx Cost
100	Winter Coats Make: Snap & Wear Safety Products Style#777T & 726T	\$19,500.00
200	White Gloves Sizes: Sm., Med., Lg., XLg	\$400.00
150	Orange Wool Gloves	\$375.00
125	Black Plastic Whistle & Chains	\$312.50
350	Uniform Badges	\$315.00
10	Numbered Badges (#870 - 879)	\$280.00
35	Men's Uniform Long-Slv Shirts Make: Flying Cross or equal (65%Dacron & 35% Cotton)	\$595.00
35	Men's Uniform Shrt-Slv Shirts Make: Flying Cross or equal (65%Dacron & 35% Cotton)	\$542.50
35	Men's Uniform Slacks Color: Navy w/pockets & belt loops (100% Polyester)	\$595.00
10	Men's 8 Point Hat Make: Sentry White Crown w/blue visor	\$280.00
220	Baseball Caps "JCSTG" Logo	\$1265.00

Justification / Usage:

Requested by: *Ann Miller* Unit Commander

Approved By: _____ District/Bureau Cmdr.

Division Commander

[Signature] Chief of Police

[Signature] Director of Police

FEB 6 PM 1:19

Req #: _____

**JERSEY CITY POLICE DEPARTMENT
DEPARTMENT REQUISITION**

Date: February 04, 2013

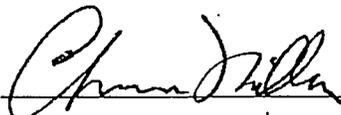
The following supplies are required for use at the School Traffic Guard Unit
by : School Traffic Guard

New Items

Replacement items

Quantity	Item Description	Approx Cost
200	Ladies Uniform Lng-Slv Shirts Make: Flying Cross or equal (65%Dacron & 35% Cotton)	\$3400.00
200	Ladies Uniform Shrt-Slv Shirts Make: Flying Cross or equal (65% Dacron & 35% Cotton)	\$3100.00
200	Ladies Uniform Slacks Color :Navy w/front pockets (100% Polyester)	\$3400.00

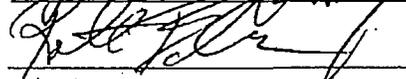
Justification / Usage:

Requested by:  Unit Commander

Approved By: _____ District/Bureau Cmdr.

Division Commander

 Chief of Police

 Director of Police



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TURN OUT FIRE & SAFETY, INC.

Trade Name:

Address: 3468 KENNEDY BLVD
JERSEY CITY, NJ 07307-4112

Certificate Number: 0101743

Effective Date: October 11, 2001

Date of Issuance: July 08, 2013

For Office Use Only:

20130708134606613

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT#994

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-MAR-2013

to

15-MAR-2020

TURN OUT FIRE & SAFETY, INC.
3468 KENNEDY BOULEVARD
JERSEY CITY NJ 07307



Andrew P. Sidamon-Eristoff
State Treasurer

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

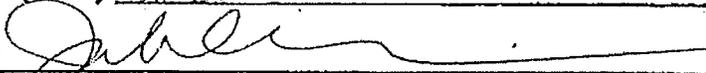
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): Joseph Chiuso CO

Representative's Signature: 

Name of Company: TURN OUT FIRE & SPRINKLING INC

Tel. No.: 4019639312 Date: 7-11-13

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

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

COMPANY: TIM OVI FILE + SAFETY INC

SIGNATURE: [Signature]

DATE: _____

PRINT

NAME: Joseph Chrus

TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

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

Part I - Vendor Affirmation

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

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Hcaly 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
JOSEPH CHIUSOLO	152 R. IEREN R CENT. GARDENS D.F. 07009

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: TURN OUT PARK + SHOPS
 Signed: [Signature] Title: Part
 Print Name: JOHN A. CHIU Date: 7-1-13

Subscribed and sworn before me this 1 day of JULY, 2013

 (Affiant)
 My Commission expires: [Signature]

 (Print name & title of affiant) (Corporate Seal)

JOANN C. CHIUSOLO
 Notary Public, State of New Jersey
 My Commission Expires
 February 07, 2016

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

City Clerk File No. Res. 13.527

Agenda No. 10.1

Approved: JUL 31 2013

TITLE: AMENDING RESOLUTION TO 13-230;
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 and commissions 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 the specifications of the IT Division; and

WHEREAS, the additional amount necessary is \$33,000.00, bringing the total contract amount to \$80,000.00

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

1. The Mayor and/or Business Administrator be authorized to amend the contract with **TELECOM INTEGRITY GROUP** increasing the dollar amount by \$33,000.00 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. # 108766 Amt.\$80,000.00

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

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Rolando R. Lavarro, Jr., 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 13-230;
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. ADDITIONAL FUNDING NECESSARY TO PAY 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 \$33,000 (\$47,000 TO \$80,000)

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

AUGUST 1, 2013

8. **Anticipated Completion Date:**

DECEMBER 31, 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

7-22-13

Date



New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0767008 FOR JOHNSON, KURT IS VALID.

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

City Clerk File No. Res. 13-230

Agenda No. 10.Z.3

Approved: MAR 28 2013



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT
WITH TELECOM INTEGRITY GROUP AS
EXTRAORDINARY UNSPECIFIABLE SERVICES**

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 Thirty Six Hundred (\$3,600) Dollars per month, Forty Three Thousand Two Hundred (\$43,200.00) Dollars per year of which Twenty Thousand (\$20,000.00) Dollars will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et seq.

WHEREAS, funds in the amount of \$20,000.00 are available in Acct. No. 01-201-31-435-314

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

WHEREAS, the Resolution authorizing the award and contract itself must be available for public inspection; and

WHEREAS, the City of Jersey City (City) is acquiring the services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A - 2.5 (Pay to Play Law); and

WHEREAS, the City's Director of Information Technology has determined and certified in writing that the value of the contract will exceed \$17,500; 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 its Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008.

Continuation of Resolution _____

Pg.# 2

City Clerk File No. Res. 13-230

Agenda No. 10.2.3 MAR 28 2013

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that a contract in the amount of \$43,200 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.

BE IT FURTHER RESOLVED, that the term of the contract shall be one year effective as of January 1, 2013;

BE IT FURTHER RESOLVED, that this contract is awarded without competitive bidding as an Extraordinary Unspecifiable Services (EUS) contract in accordance with N.J.S.A. 40A: 11-5 (1) (a) (ii) of the Local Public Contracts Law because of the reasons stated in the EUS certification attached hereto;

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

City Clerk File No. Res. 13-230
Agenda No. 10.Z.3 MAR 28 2013

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT
WITH TELECOM INTEGRITY GROUP AS
EXTRAORDINARY UNSPECIFIABLE SERVICES**

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

BE IT FURTHER RESOLVED, that notice of this contract award shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award;

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;

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 2013 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2013 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. 0160644

Purchase Order No. 108766

EEO/AA Review _____

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											
				3.28.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ		ABSENT		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

EXHIBIT A

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

Goods, Professional Services and General Service Contracts

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

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

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

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

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

EXHIBIT A (continued)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-36 and N.J.A.C. 17:27

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

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

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

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

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

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

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

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

TIG

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

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

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

Representative's Name/Title (Print): KURT JOHNSON

Representative's Signature: [Signature]

Name of Company: TELECOM INTEGRITY GROUP

Tel. No.: 908 231-1980 Date: 1/22/13

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

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

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

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

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

Representative's Name/Title (Print) KURT JOHNSON
Representative's Signature: [Signature]
Name of Company: TELECOM INTEGRITY GROUP
Tel. No.: 908 231-1980 Date: 1/22/13

**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: TELECOM INTEGRITY GROUP

Address: 1250 Rte 28 Ste 305 BRANCHBURG NJ 08876

Telephone No. : 908 231-1980

Contact Name: KURT JOHNSON

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 Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 7		
4. COMPANY NAME Telecom Integrity Group							
5. STREET 1250 Rte 28, Ste 305		CITY Branchburg		COUNTY Somerset		STATE NJ	ZIP CODE 08876
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) none							
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER							
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ							
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT							7
10. PUBLIC AGENCY AWARDED CONTRACT							
City of Jersey City		Jersey City		Hudson		NJ	07306
Official Use Only		DATE RECEIVED		NAUG. DATE		ASSIGNED CERTIFICATION NUMBER	

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers	1	1	0	0	0	0	0	0	1	0	0	0	0	0
Professionals	2	1	1	0	0	0	0	0	1	0	0	0	0	1
Technicians	1	1	0	0	0	0	0	0	1	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	4	3	1	0	0	0	0	0	3	0	0	0	0	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.													
	3	2	1	0	0	0	0	0	2	0	0	0	0	1

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>		15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 1 1 12	
13. DATES OF PAYROLL PERIOD USED From: 1/1/12 To: current					

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Kurt Johnson		SIGNATURE 		TITLE member/owner		DATE MO DAY YEAR 1 22 13	
17. ADDRESS NO. & STREET 1250 Rte 28, Ste 305		CITY Branchburg		COUNTY Somerset		STATE NJ	
				ZIP CODE 08876		PHONE (AREA CODE, NO., EXTENSION) 908 - 231 - 1980	

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-SEP-2009 to 15-SEP-2016

TELECOM INTEGRITY GROUP
1250 RTE. 28, 305
BRANCHBURG NJ 08876



A handwritten signature in black ink, appearing to be "D. A. ...", written over a horizontal line.

State Treasurer

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

Part I – Vendor Affirmation

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

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

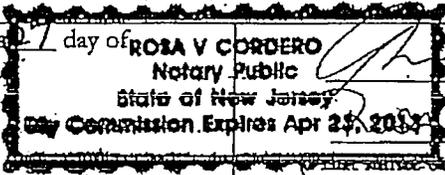
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
KURT JOHNSON	318 SUMMER RD, NC ST. STATION, NJ 08853

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: TELECOM INTEGRITY GROUP
 Signed: [Signature] Title: PRESIDENT
 Print Name: KURT JOHNSON Date: 1/27/12

Subscribed and sworn before me this <u>27</u> day of <u>January</u> , 20 <u>12</u>		<u>[Signature]</u> (Affiant)
My Commission expires: <u>04-23-2013</u>		<u>CORDERO</u> (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 TELECOM INTEGRITY GROUP (name of business entity) has not made any reportable contributions in the **one-year period preceding 1/1/13 (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 TELECOM INTEGRITY GROUP (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: TELECOM INTEGRITY GROUP

Signed [Signature] Title: PRESIDENT

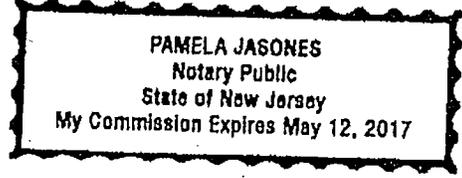
Print Name KURT JOHNSON Date: 1/22/13

Subscribed and sworn before me
this 22 day of JAN, 2013

My Commission expires: _____

[Signature]
(Affiant)

(Print name & title of affiant) (Corporate Seal)



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

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

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 Brehnan 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
KURT JOHNSON	31 PINEHURST CR, ANNANDALE, NJ 08801

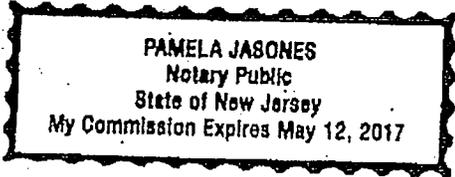
Part 3 – Signature and Attestation:

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: TELECOM INTEGRITY GROUP
 Signed: [Signature] Title: PRESIDENT
 Print Name: KURT JOHNSON Date: 1/22/13

Subscribed and sworn before me this 22 day of JAN, 2013
 My Commission expires:

[Signature]
 (Affiant)
 (Print name & title of affiant) (Corporate Seal)



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

City Clerk File No. Res. 13.528

Agenda No. 10.M

Approved: JUL 31 2013

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE PORT SECURITY GRANT PROGRAM FISCAL YEAR 2012 AWARD FOR NEW HAZARDS MATERIAL DETECTION EQUIPMENT/MAINTENANCE FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY AND THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

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

WHEREAS, the United States Department of Homeland Security (USDHS), and the Port Authority of New York and New Jersey (PANYNJ) has provided to the Jersey City Department of Fire and Emergency Services, through the Port Security Grant Program, the amount of \$466,667.00; and

WHEREAS, this funding source will support the goals of maintaining the City of Jersey City's readiness and rapid response within the US DHS, Port Security Initiative and Area Maritime Security Committee guidelines, and as the cooperative efforts with representatives of the Urban Areas Security Initiative (UASI) region and the State of New Jersey State Police Office of Emergency Management and Office of Homeland Security and Preparedness to better prepare and equip the City of Jersey City's readiness during a natural or man made disaster; and

WHEREAS, the Fire Department of Jersey City desires to accept the funding to address major initiatives regarding Homeland Security, Maritime Security and public safety issues; and

WHEREAS, this project has been active since May 31, 2007; and

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

1. Mayor of Jersey City Steven M. Fulop and/or John Kelly, Business Administrator of Jersey City, are hereby authorized to execute a contract and/or grant agreement with the United States Department of Homeland Security, New Jersey Office of Homeland Security and Preparedness, Port Authority of New York and New Jersey; and
2. The Office of Management and Budget is authorized to establish an account in the amount of \$466,667.00 for the Jersey City Department of Fire and Emergency Services Port Security Grant Program.

APPROVED: *Jerome Cala*

APPROVED: *[Signature]*
 Business Administrator

APPROVED AS TO LEGAL FORM *[Signature]*

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

U.S. Department of Homeland Security
Washington, D.C. 20472



Scott McDermott
Jersey City Dept. of Fire and Emergency Services
465 Marin Blvd
Jersey City, NJ 07302

Re: Grant No. EMW-2012-PU-00293

Dear Scott McDermott:

Congratulations, on behalf of the Department of Homeland Security. Your grant application submitted under the FY 2012 Port Security Grant Program has been approved. The approved project costs amount to \$466,667.00 .

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your Grant award. Maintain a copy of these documents for your official file.

Before you request and receive any of the Federal Grant funds awarded to you, you must establish acceptance of the Grant and Grant Agreement Articles.

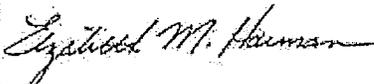
In order to establish acceptance of the Grant and Grant Agreement Articles, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle **Grants Management**. Under this subtitle, you will see a link that says **Award Package(s)**. Click this link to access your award packages. Click the **Review Award Package** link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF1199A, Direct Deposit Sign-up Form. The SF1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Payments
P.O. Box 9001
Winchester, VA 22604
Fax Number: (540) 504-1857

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-927-5646.

 ELIZABETH HARMAN, Assistant Administrator Grant Programs Directorate



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: Jersey City Dept. of Fire and Emergency Services
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2012-PU-00293-S01

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Article XXV	Coastal Wetlands Planning, Protection, and Restoration Act of 1990
Article XXVI	USA Patriot Act of 2001

Article I - Summary of Project Description

Project IJ 1: Salaries, Training, Maintenance is approved for funding in the amount of \$350,000 for equipment only. Funding for the CBRNE Support Vehicle is denied.

Article II - Administrative Requirements

The administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article III - GPD - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

Article IV - GPD - Drug-Free Workplace Regulations

All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

Article V - Fly America Act of 1974

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such

service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article VI - Lobbying Prohibitions

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

Article VII - Activities Conducted Abroad

All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Acknowledgement of Federal Funding from DHS

All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article IX - Copyright

All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

Article X - Use of DHS Seal, Logo and Flags

All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XI - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree-and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS. 2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. 6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article XII - Civil Rights Act of 1964

All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XIII - Civil Right Act of 1968

All recipients of financial assistance will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article XIV - Americans with Disabilities Act of 1990

All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XV - Age Discrimination Act of 1975

All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XVI - Title IX of the Education Amendments of 1972

All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

Article XVII - Rehabilitation Act of 1973

All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XVIII - Limited English Proficiency

All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

Article XIX - Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. § 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article XX - Clean Air Act of 1970 and Clean Water Act of 1977

All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Article XXI - Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

Article XXII - National Environmental Policy Act (NEPA) of 1969

All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

Article XXIII - National Flood Insurance Act of 1968

All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.

Article XXIV - Flood Disaster Protection Act of 1973

All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

Article XXV - Coastal Wetlands Planning, Protection, and Restoration Act of 1990

All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

Article XXVI - USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful

purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

Obligating Document for Award/Amendment

1a. AGREEMENT NO. 2. AMENDMENT226002013X 3. RECIPIENT NO. 4. TYPE OF ACTION AWARD 5. CONTROL NO. W503973N

6. RECIPIENT NAME AND ADDRESS: Jersey City Dept. of Fire and Emergency Services, 465 Marin Blvd, Jersey City, NJ, 07302
 7. ISSUING FEMA OFFICE AND ADDRESS: Grant Operations, 245 Murray Lane - Building 410, SW Washington DC, 20528-7000, POC: 866-927-5646
 8. PAYMENT OFFICE AND ADDRESS: Financial Services Branch, 500 C Street, S.W., Room 723, Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER: Scott McDermott, PHONE NO. (973) 725-1870
 10. NAME OF FEMA PROJECT COORDINATOR: Central Scheduling and Information Desk, Phone: 800-368-6498, Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION: 09/01/2012
 12. METHOD OF PAYMENT PARS
 13. ASSISTANCE ARRANGEMENT: Cost Reimbursement
 14. PERFORMANCE PERIOD: From: 09/01/2012 To: 08/31/2014, Budget Period: 09/01/2012 to 08/31/2014

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2012-SL-PSG-1000-4101-D:W503973N \$ 350,000.00	\$0.00	\$350,000.00	\$350,000.00	\$116,667.00
TOTALS			\$0.00	\$350,000.00	\$350,000.00	\$116,667.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
 N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title): Scott McDermott, Grant Administrator, Firefighter DATE: 09/29/2012

18. FEMA SIGNATORY OFFICIAL (Name and Title): *Natalie Romanoff* NATALIE ROMANOFF, Assistance Officer DATE: 09/14/2012



**U.S. Department of Homeland Security
Washington, D.C. 20472
GRANT AMENDMENT LETTER**

GRANTEE NAME AND ADDRESS (Including Zip Code)

Jersey City Dept. of Fire and Emergency Services
465 Marin Blvd
Jersey City, NJ 07302
Re: Amendment #: EMW-2012-PU-00293-S01

Dear Scott McDermott,

The amendment to change the award information for Fiscal Year 2012 Port Security Grant Program (PSGP) (Award #: EMW-2012-PU-00293-S01) has been approved.

The changes to the award information are listed below.

Term and Condition Change:

The following Term and Condition has been Added to your award:

Missing FY 2012 Standard Terms and Conditions

- I. System for Award Management (SAM) and Universal Identifier Requirements*
- II. Federal Financial Reports (SF-425) – Required Quarterly*
- III. Financial Guidelines*
- IV. Prohibition on Using Federal Funds*
- V. Compliance with Program Guidance*
- VI. Acceptance of Post Award Changes*
- VII. Classified Security Condition*
- VIII. Reporting Subawards and Executive Compensation*

I. System for Award Management (SAM) and Universal Identifier Requirements

A. Requirement for System for Award Management (SAM)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later.

This requires that applicants and recipients review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If recipients are authorized to make subawards under this award, they:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR § 25.320, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.

4. Subaward, as defined in 2 CFR § 170.325:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient, as defined in 2 CFR § 25.360, means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the
- c. subaward.

II. Federal Financial Reports (SF-425) – Required Quarterly

The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.

III. Financial Guidelines

The recipient and any subrecipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR part 10, Environmental Considerations

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

IV. Prohibition on Using Federal Funds

The recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

V. Compliance with Program Guidance

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Program guidance and application kit.

VI. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

VII. Classified Security Condition

A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>

E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or

other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security

Office of the Chief Security Officer

ATTN: ASD/Industrial Security Program Branch

Washington, D.C. 20528

VIII. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.frs.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.frs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. in the preceding fiscal year, you received-

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of

1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- a. As part of your registration profile at <http://www.sam.gov>.
- b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

a. in the subrecipient's preceding fiscal year, the subrecipient received-

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR § 25.320:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions, as defined in 2 CFR § 170.315.

3. Subaward, as defined in 2 CFR § 170.325:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient, as defined in 2 CFR § 25.360, means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation, as defined in 2 CFR § 170.330 means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

In accordance with the Articles of Agreement of your grant award, any subsequent request for funds will indicate your acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Elizabeth M. Harman

ELIZABETH HARMAN
Assistant Administrator Grant Programs Directorate



INTERDEPARTMENTAL MEMORANDUM

DEPARTMENT OF FIRE & EMERGENCY SERVICES

Special Operations

DATE: July 17, 2013
FROM: Capt. Dennis Whelan
SUBJECT: Equipment Update under grant PU-2012
To: COD Darren E. Rivers
CC: Asst. Director Jerome Cala

The following funding source will support the Goals of maintaining, The City of Jersey City's readiness and rapid response within US DHS urban area security initiative region.

The current hazmat testing equipment used on the Haz-Mat unit is becoming obsolete. Under the Port Security Grant PU2012 we have secured the funds to update that equipment as well as become a Tier 1 Haz-Mat team for the region. It is in this writer's opinion that we accept said grant for \$ 466,667.00 cost to the City of \$116,667.00 for the following equipment / Maintenance / Fuel.

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

City Clerk File No. Res. 13.529

Agenda No. 10.N

Approved: JUL 31 2013

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),
GRANT AVENUE FROM ROSE AVENUE TO OCEAN AVENUE BEGINNING
NOON AND ENDING 4:00 P.M., SATURDAY, AUGUST 17, 2013 AT THE
REQUEST OF THE REAL LOVE DELIVERANCE HOP MINISTRY FOR THE
PURPOSE OF A CRIME RALLY PRAYER MARCH**

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Real Love Deliverance HOP Ministry to close Grant Avenue from Rose Avenue to Ocean Avenue beginning Noon and ending 4:00 p.m. on Saturday, August 17, 2013 for the purpose of a crime rally prayer march; and

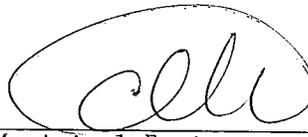
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-73 and Chapter 122, Section 122-8 be waived; and

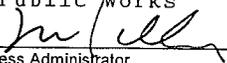
WHEREAS, the request to close Grant Avenue from Rose Avenue to Ocean Avenue does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-73(D) and Chapter 122, Section 122-8 (A) as the application for the street closing has been filed by a nonresident; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-73 Chapter 122, Section 122-8 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Grant Avenue from Rose Avenue to Ocean Avenue beginning Noon and ending 4:00 p.m. on Saturday, August 17, 2013 (rain date: Saturday, July 6, 2013) for the purpose of a crime watch prayer march.

APPROVED:  7/19/13
Municipal Engineer

APPROVED:  7-19-13 APPROVED AS TO LEGAL FORM
Director, Dept. of Public Works

APPROVED: 
Business Administrator

CFL:pc1
(07.18.19)


Corporation Counsel

Certification Required

Not Required

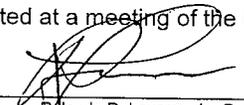
APPROVED 8-0

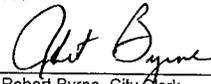
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

FACT SHEET

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

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

A resolution authorizing the closing of a Municipal Street(s), Grant Avenue from Rose Avenue to Ocean Avenue beginning Noon and ending 4:00 p.m. Saturday, August 17, 2013 at the request of the Real Love Deliverance HOP Ministry for the purpose of a crime rally prayer march.

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Pastor Viola Hemingway on behalf of the Real Love Deliverance HOP Ministry, 597 Ocean Avenue, JCNJ, 201.667.6903

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

Authorize the closing of Grant Avenue from Rose Avenue to Ocean Avenue beginning Noon and ending 4:00 p.m. Saturday, August 17, 2013

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

Crime rally prayer march

5. Anticipated benefits to the community:

Community Affair

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

No Cost to the City

7. Date proposed program or project will commence:

Noon, Saturday, August 17, 2013

8. Anticipated completion date:

4:00 p.m., Saturday, August 17, 2013

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

Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4469

10. Additional comments:

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

Municipal Engineer

Signature of Department Director

2/19/13

Date
7-19-13

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: GRANT AV, ROSE AV to OCEAN AV

PURPOSE OF EVENT: crime rally prayer march

BEGINS: Noon

ENDS: 4PM

Saturday, August 17, 2013

APPLICANT: Pastor Viola Hemingway

ORGANIZATION : Real Love Deliverance HOP Ministry

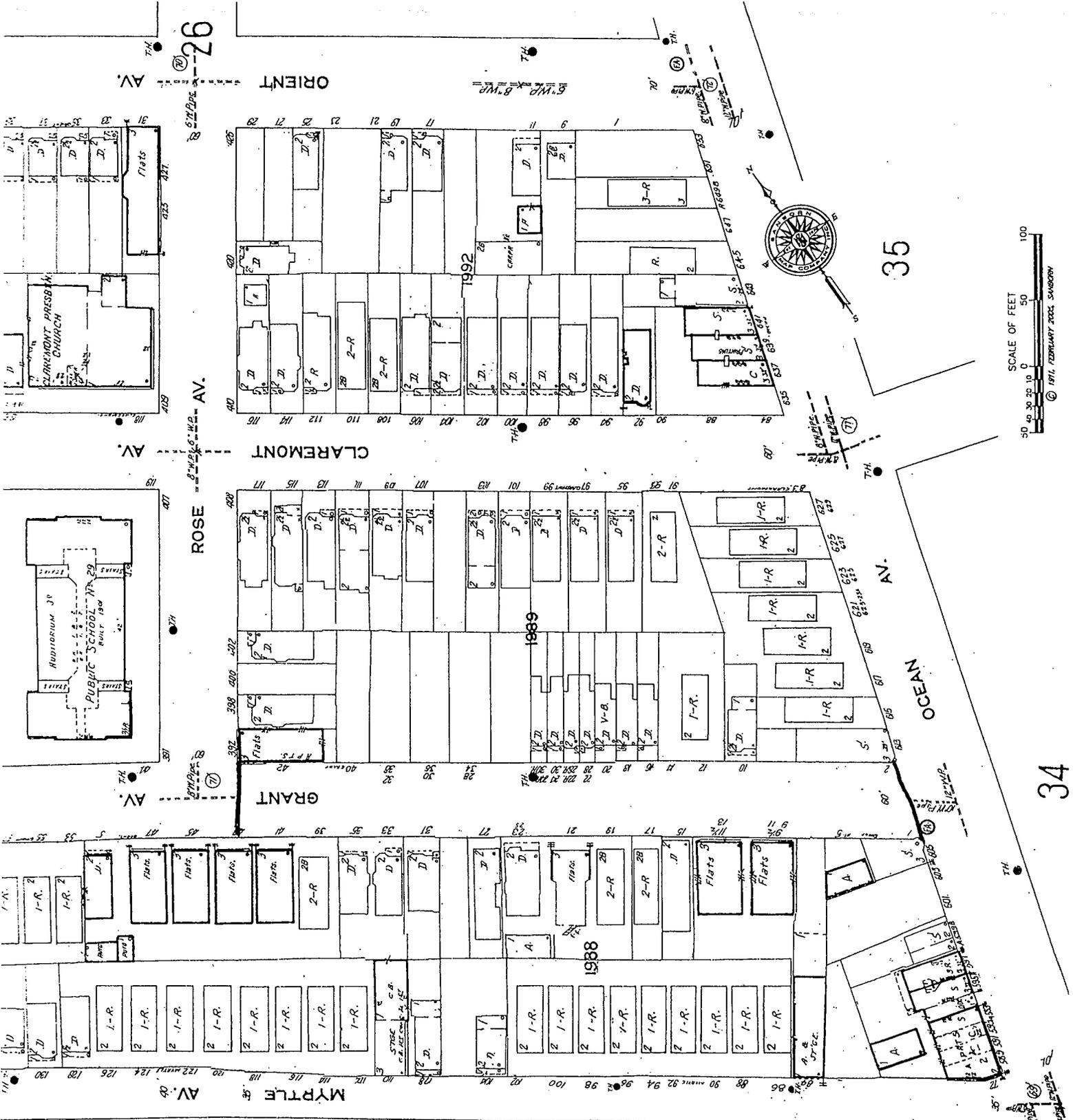
ADDRESS: 597 Ocean Av

CITY, STATE, ZIP: Jersey City NJ 07305

PHONE #: 201.667.6903

BEING WAIVED: nonresident

S E E V O L U M E



SCALE OF FEET
 0 50 100
 © 1971, FEBRUARY 2005, SWANBURY

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35

26

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

City Clerk File No. Res. 13.530

Agenda No. 10.0

Approved: JUL 31 2013

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET WITH GREENE STREET KEPT OPEN, BEGINNING 8:00 A.M. AND ENDING 11:59 P.M., SATURDAY, AUGUST 17, 2013 AND SUNDAY, AUGUST 18, 2013 AT THE REQUEST OF THE JERSEY CITY PUERTO RICAN HERITAGE FESTIVAL & PARADE INC. FOR THE PURPOSE OF THE PUERTO RICAN FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Jersey City Puerto Rican Heritage Festival & Parade, Inc. to close both Exchange Place and Montgomery Street from Hudson Street to Washington Street, with Greene Street kept open, beginning 8:00 a.m. and ending 11:59 p.m. on Saturday, August 17, 2013 and Sunday, August 18, 2013 for the purpose of the Puerto Rican festival; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and 122-9 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and 122-8 be waived; and

WHEREAS, the request to close both Exchange Place and Montgomery Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(2)(8), 296-73(D) and 122-8(A)(C) as the application for the street closing has been filed by a nonresident, more than one block at a time will be closed and the event starts earlier and ends later than permitted; and

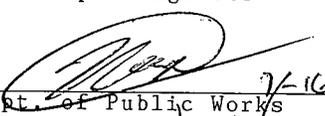
WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72, 296-73 and 122-8 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Exchange Place and Montgomery Street from Hudson Street to Washington Street, with Greene Street kept open, beginning 8:00 a.m. and ending 11:59 p.m. on Saturday August 17, 2013 and Sunday, August 18, 2013

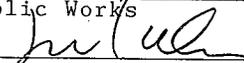
APPROVED:

 7/16/13
Municipal Engineer

APPROVED:

 7-16-13
Director, Dept. of Public Works

APPROVED:


Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

CFL:pc1
(07.12.13)

Certification Required

Not Required

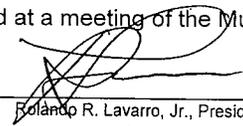
APPROVED 8-0

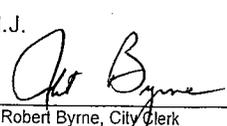
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Bolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

FACT SHEET

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

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

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET, WITH GREENE STREET KEPT OPEN, BEGINNING 8:00 A.M. AND ENDING 11:59 P.M., SATURDAY, AUGUST 17 AND SUNDAY, AUGUST 18, 2013 AT THE REQUEST OF THE JERSEY CITY PUERTO RICAN HERITAGE FESTIVAL & PARADE INC. FOR THE PURPOSE OF THE PUERTO RICAN FESTIVAL

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Luis Lebron on behalf of the Jersey City Puerto Rican Heritage Festival & Parade, Inc.; PO Box 15274, JCNJ 201.640.4835

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

Authorize the closing of Exchange Place and Montgomery Street from Hudson Street to Washington Street, with Greene Street kept open, from 8:00 a.m. to 11:59 p.m., Saturday, August 17 and Sunday, August 18, 2013

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

Puerto Rican Festival

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

8:00 a.m. Saturday, August 17 and Sunday, August 18, 2013

8. Anticipated completion date:

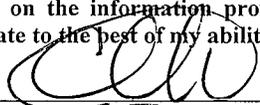
11:59 p.m., Saturday, August 17, and Sunday, August 18, 2013

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

Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works ex. 4469

10. Additional comments:

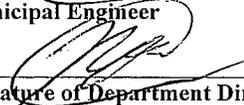
Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Municipal Engineer

7/16/13

Date



Signature of Department Director

7/16/13

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: EXCHANGE PL
MONTGOMERY ST from HUDSON ST to WASHINGTON ST,
with GREENE ST kept open

PURPOSE OF EVENT: Puerto Rican Festival

BEGINS: 8AM

ENDS: 11:59PM

Saturday, August 17 & Sunday, August 18, 2013

APPLICANT: Luis Lebron

ORGANIZATION : Jersey City Puerto Rican Heritage Festival & Parade Inc

ADDRESS: PO Bo 15274

CITY, STATE, ZIP: Jersey City NJ 07305

PHONE #: 201.640.4835

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

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

City Clerk File No. Res. 13.531

Agenda No. 10.P

Approved: JUL 31 2013

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), MADISON AVENUE FROM BRAMHALL AVENUE TO CLINTON AVENUE BEGINNING 11:00 A.M. AND ENDING 8:00 P.M., SATURDAY, AUGUST 31, 2013 (RAIN DATE: SATURDAY, SEPTEMBER 7, 2013) AT THE REQUEST OF MADISON AVENUE BLOCK ASSOCIATION FOR THE PURPOSE OF AN ANNUAL BLOCK PARTY

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Madison Avenue Block Association to close Madison Avenue from Bramhall Avenue to Clinton Avenue beginning 11:00 a.m. and ending 8:00 p.m. on Saturday, August 31, 2013 (Rain Date: Saturday, September 7, 2013) for the purpose of an annual Block Party; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-8 be waived; and

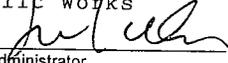
WHEREAS, the request to close Madison Avenue does not meet one or more of the requirements set forth in Sections 296-72(2), 296-73(D) and Chapter 122, Section 122-8(C) as the street closing will start earlier than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-72, 296-73 and Chapter 122, Section 122-8 be waived.

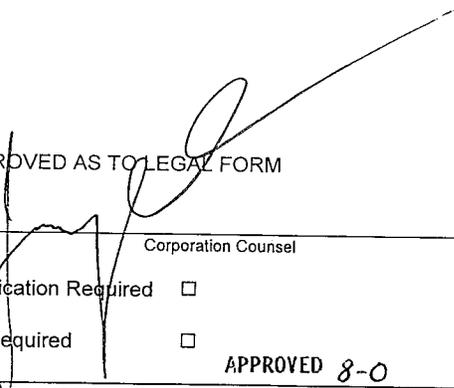
NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Madison Avenue from Bramhall Avenue to Clinton Avenue beginning 11:00 a.m. and ending 8:00 p.m. on Saturday, August 31, 2013, (Rain Date: Saturday, September 7, 2013).

APPROVED: 
Municipal Engineer

APPROVED: 
Director, Dept. of Public Works

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

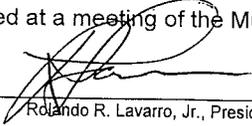
CFL:pc1
(07.18.13)

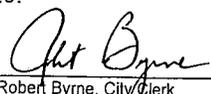
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

FACT SHEET

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

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

A resolution authorizing the closing of a Municipal Street(s), Madison Avenue from Bramhall Avenue to Clinton Avenue beginning 11:00 a.m. and ending 8:00 p.m. Saturday, August 31, 2013 (rain date: Saturday, September 7, 2013) at the request of the Madison Avenue Block Association for the purpose of an annual Block Party.

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Gregory Smith on behalf of the Madison Avenue Block Association, 41 Madison Avenue, JCNJ, 201.433.2659

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

Authorize the closing of Madison Avenue from Bramhall Avenue to Clinton Avenue beginning 11:00 a.m. and ending 8:00 p.m. on Saturday, August 31, 2013 (rain date: Saturday, September 7, 2013)

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

Annual Block Party

5. Anticipated benefits to the community:

Community Affair

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

No Cost to the City

7. Date proposed program or project will commence:

11:00 a.m., Saturday, August 31, 2013 (rain date: Saturday, September 7, 2013)

8. Anticipated completion date:

8:00 p.m., Saturday, August 31, 2013 (rain date: Saturday, September 7, 2013)

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

Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4469

10. Additional comments:

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

Municipal Engineer

Signature of Department Director

8/19/13

Date
2-19-13

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: MADISON AV, BRAMHALL AV to CLINTON AV

PURPOSE OF EVENT: Annual Block Party

BEGINS: 11AM

ENDS: 8PM

Saturday, August 31 (rain date Saturday, September 7), 2013

APPLICANT: Gregory Smith

ORGANIZATION : Madison Avenue Block Association

ADDRESS: 41 Madison Av

CITY, STATE, ZIP: Jersey City NJ 07304

PHONE #: 201.433.2659

BEING WAIVED: start time

32

CLINTON AV.

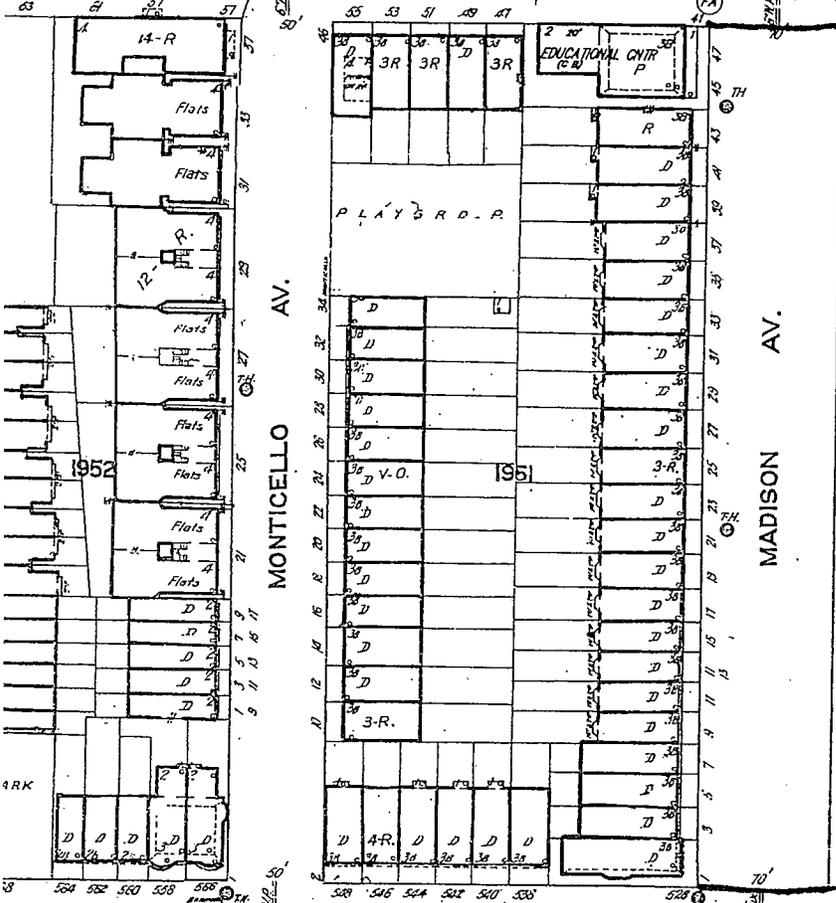
MONTICELLO AV.

MADISON AV.

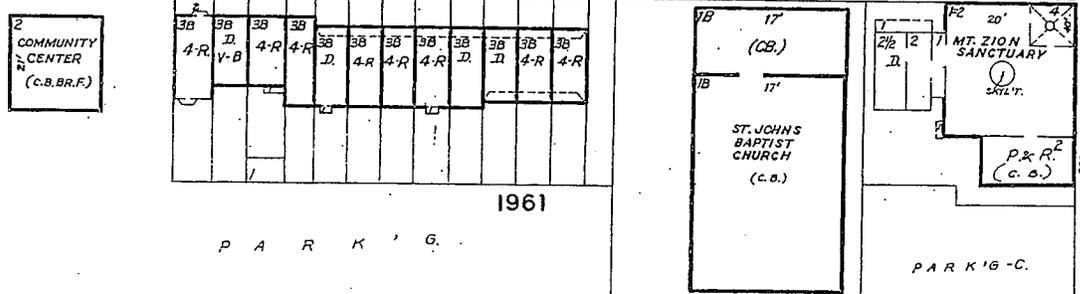
31

BRAMHALL AV.

GRAND ST.



565-63-561 559 557 556 553 552 551 549 547 545 543 541 539 537

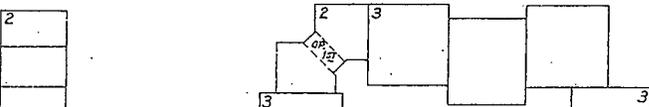


1961

SALEM LAFAYETTE HOUSING
 180 R. LOW RISE BLDGS.
 182 R. HIGH RISE BLDG.
 (V E N D)
 (C. B. DIVISION WALLS)

38

OCEAN AV.



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

City Clerk File No. Res. 13.532

Agenda No. 10.Q

Approved: JUL 31 2013

TITLE:



RESOLUTION APPOINTING PATRICIA (PAM) ANDES, COUNCIL SECRETARY AS THE NEW CUSTODIAN OF THE PETTY CASH FUND FOR THE MUNICIPAL COUNCIL REPLACING RACHAEL RICCIO

COUNCIL

Offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40A:5-21, Patricia (Pam) Andes, Council Secretary has been approved as custodian for the Municipal Council petty cash fund; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that Patricia (Pam) Andes, Council Secretary is hereby appointed custodian of the petty cash fund for the Municipal Council. This petty cash fund has been established in accordance to the rules and regulations of the Director of Local Government Services and shall not exceed the sum of two hundred dollars (\$200.00).

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

CITY OF JERSEY CITY

ROLANDO R. LAVARRO, JR.
Councilman at Large



CITY HALL
JERSEY CITY, NJ 07302
(201) 547-5268

July 17, 2013

Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

RE: Petty Cash Custodian for City Council

Dear Members of the Municipal Council,

Kindly be advised that I am appointing Patricia (Pam) Andes, Council Secretary) to serve as the Petty Cash Custodian replacing Rachael Riccio who has been transferred to a new position.

If you require additional information, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to be 'Rolando Lavarro', written over the typed name.

Rolando Lavarro
Council President

Cc: Steven Fulop, Mayor
Jeremy Farrell, Corporate Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk

RECEIVED
2013 JUL 22 A 11:49
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

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

City Clerk File No. Res. 13.533

Agenda No. 10.R

Approved: JUL 31 2013

TITLE:



RESOLUTION APPOINTING MARIE TAURO AS A MEMBER OF THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated July 19, 2013, that he has appointed **Marie Tauro** of 43 College Drive, Apt. 1-A, Jersey City, New Jersey as a Member of the **Jersey City Municipal Utilities Authority**, for a term to commence immediately upon adoption of this resolution and expire on January 31, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Marie Tauro** as a Member of the **Jersey City Municipal Utilities Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB: sjg

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



Report of Director
8.b
Meeting 07.31.13

CITY OF JERSEY CITY

July 19, 2013

STEVEN M. FULOP, MAYOR

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear President and Members:

Kindly be advised that I have appointed **Marie Tauro**, of 43 College Drive, Apt. #A-1, Jersey City, New Jersey, to serve as a **Member of the Jersey City Municipal Utilities Authority**. Ms. Tauro is replacing Eileen Gaughan, whose term has expired, for a term that will commence upon the adoption of a resolution and expire January 31, 2018.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven M. Fulop".

Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

c: Jeremy Farrell, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Daniel Becht, Esq., Executive Director, M.U.A.
Muhammed Akil, Chief of Staff, Mayor's Office
Nancy Warlikowski, Mayor's Office
Marie Tauro

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

CITY OF JERSEY CITY

Office of the City Clerk

280 Grove Street
Jersey City, New Jersey 07302

Robert Byrne, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk
Tolonda Griffin-Ross, Deputy City Clerk

Telephone: (201) 547-5150
Fax: (201) 547-5461



APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: 7/12/13

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) The Jersey City Municipal Utilities Authority
- b) _____
- c) _____

RECEIVED
CITY CLERK'S OFFICE
JERSEY CITY, N.J.
2013 JUL 12 10:07

Name: Marie Tauris

Address of Residence: 43 College Drive - Apt A-1

Phone Number: _____

E-mail Address: _____

Education related to the authorities, boards or commissions of choice:
JCMUA - 9 years - 1995-2004

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:
Volunteer Aide to Steven Lupop

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:
Electoral Meeting for Steve Lupop

Signature: Marie Tauris

MARIE TAURO

43 College Drive-Apt. A-1, Jersey City, New Jersey 07305-

EMPLOYMENT

SELF-EMPLOYMENT BUSINESSWOMAN

Topps Wines and Liquors

1970-1985

Union City, New Jersey

Owner-Proprietor.

OFFICE MANAGER

Leonard Denbleyker, DPM

1986-1994

Jersey City, New Jersey

Bookkeeping, billing, appointments, etc.

EDUCATION

Holy Rosary High School

Hudson County Community College

Jersey City, New Jersey

Business

COMMUNITY SERVICE

* COMMISSIONER

Jersey City Municipal Utilities Authority

1995-2004

* SECRETARY

Hudson County Republican Party

2001

* CHAIRWOMAN

Hudson County Republican Party

2002

* VOLUNTEER AIDE TO COUNCILMAN FULOP-ELECTED MAYOR

2005-Present

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

City Clerk File No. Res. 13.534

Agenda No. 10.S

Approved: JUL 31 2013

TITLE:



RESOLUTION APPOINTING THOMAS M. GIBBONS AS ALTERNATE MEMBER #2 OF THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated July 19, 2013, that he has appointed **Thomas M. Gibbons** of 268 Pavonia Avenue, Jersey City, New Jersey as Alternate Member #2 of the **Jersey City Municipal Utilities Authority**, for a term to commence immediately upon adoption of this resolution and expire on January 31, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Thomas M. Gibbons** as Alternate Member #2 of the **Jersey City Municipal Utilities Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB: sjg

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rafaelo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



Report of Directors
8.c
Meeting 07.31.13

CITY OF JERSEY CITY

July 19, 2013

STEVEN M. FULOP, MAYOR

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear President and Members:

Kindly be advised that I have appointed **Thomas M. Gibbons**, of 268 Pavonia Avenue, Jersey City, New Jersey, to serve as **Alternate Member #2** of the **Jersey City Municipal Utilities Authority**. Mr. Gibbons is replacing Dominick Pandolfo, whose term has expired, for a term that will commence upon the adoption of a resolution and expire January 31, 2018.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to be "S. Fulop", written over a horizontal line.

Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

c: Jeremy Farrell, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Daniel Becht, Esq., Executive Director, M.U.A.
Muhammed Akil, Chief of Staff, Mayor's Office
Nancy Warlikowski, Mayor's Office
Thomas M. Gibbons

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

Robert Byrne, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk
Tolonda Griffin-Ross, Deputy City Clerk



2013 JUL 11 P 2:17
RECEIVED
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

Telephone: (201) 547-5150
Fax: (201) 547-5461

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: July 8, 2013

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) Board of Commissioners JCMUA
- b) _____
- c) _____

Name: Thomas M. Gibbons

Address of Residence: 288 Paronia Avenue, Jersey City, NJ

Phone Number: _____

E-mail Address: _____

Education related to the authorities, boards or commissions of choice:

B.A. Engineering, Lafayette College, 1987

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

Chairman, J.C. Environmental Commission 2010-2012

HPNA, Board of Trustees 2000-2008, ANTEC Board 2012-present

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

As member of environmental commission, I met w/ Don Becht regarding initiatives to help reduce flooding in Jersey City - Also, prepared attached initiatives ---

Signature: Thomas Gibbons

THOMAS M. GIBBONS, PMP

288 Pavonia Avenue • Jersey City • New Jersey • 07302

PROFESSIONAL EXPERIENCE

Assistant Vice President / Client Program Manager

Chicago Bridge & Iron (CB&I) – Trenton, New Jersey

2/2006 to Present

Responsible for major accounts in New York City and Jersey City including construction management services on municipal construction projects exceeding \$1.2 billion. Project focus included construction management services in connection with replacement of docks/piers, pumping stations, waste water treatment plants, tunnel repairs, environmental assessments and remedial actions. Key projects included:

▶ **New York City DEP, Newtown Creek Water Pollution Control Plant**

Mr. Gibbons was a member of the Board of Managers for this \$131 million dollar project that included construction management services in connection with the rehabilitation of the Newtown Creek WPCP. Total construction value was estimated at \$1.2 billion over ten years.

▶ **New York City DEP, Owl's Head Water Pollution Control Plant**

Mr. Gibbons was Project Director for Construction Management Services for this \$37 million expansion of the Grit and Scum Building.

▶ **New York City DEP, Tallman Island Water Pollution Control Plant**

Mr. Gibbons was Project Director for this \$8 million Pier demolition and reconstruction project in connection with dewatering and transport of sludge.

▶ **Confidential Client, Jersey City Chromium, Non-Garfield Avenue Sites, Jersey City, NJ**

Mr. Gibbons is currently serving as client's representative and Program Manager for six hazardous waste site in Jersey City. This Consent Order driven project includes the coordination of multiple stakeholders including the City of Jersey City, New Jersey DEP, the Court Appointed Site Administrator and PPG's consultants and contractors.

▶ **New York City Office Director (2009-2011)**

Managed New York office, which included a staff of 90 professionals providing a wide range of consulting, engineering and construction management services. Responsible for monthly project reviews and reporting of backlog, revenue forecasts, and accounts receivable to senior management. Annual revenue was \$15-18 million.

Department Head, Principal

URS CORPORATION – New York, New York

1998 to 2006

Mr. Gibbons captured new work with federal and private clients totaling \$7 million during 8 years at URS, while simultaneously managing the NYC Field Operations, which included a staff of construction inspectors, field engineers and industrial hygienists. Managed a broad range of projects including environmental due diligence, site decommissioning through demolition and hazardous material management.

OTHER RELEVANT EXPERIENCE

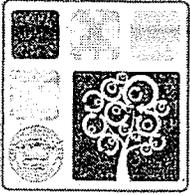
- ▶ Association of New Jersey Environmental Commissions 2012 to present
Mr. Gibbons is currently serving on the **Board of Directors** of ANJEC. ANJEC is a non-profit organization that helps environmental commissions, individuals, and agencies throughout the state preserve natural resources and promote sustainable communities.
- ▶ Jersey City Environmental Commission – Jersey City, NJ 2010 to 2012
Mr. Gibbons served as **Chairman and President** for just under 2-years, where he chaired public meetings, helped develop a five-year plan, planned an environmental conference on Green Infrastructure and outlined green infrastructure initiatives for Jersey City. While Chairman of the JCEC, Gibbons advocated for the increased use of green infrastructure to help alleviate flooding, reduce combined sewer overflows and save Jersey City money.
- ▶ Hamilton Park Neighborhood Association 2000-2008
Mr. Gibbons served as a **Vice President** of HPNA for two years and was on the board of trustees for eight years. During that time he worked with the community and Ward E Councilman, Steve Fulop on various neighborhood issues including flooding, improving historic preservation guidelines, and the renovation of Hamilton Park.

EDUCATION

- ▶ **Engineering, Bachelor of Arts, 1987**
Lafayette College – Easton, Pennsylvania
- ▶ **Construction Management, Diploma, 1999**
New York University – New York, New York

HONORS & AWARDS

- ▶ Nominated for **Citizen Leadership Award**, Citizen's Campaign, New Jersey, 2012
Was one of three nominees statewide in the category of "Appointed Official" in recognition of work on the Jersey City Environmental Commission.
- ▶ **Jersey City Green Award**, Jersey City Redevelopment Agency, Accepted for JCEC as President of Environmental Commission for Leadership in Advancing Green Initiatives, 2011
- ▶ **Academic Excellence Award in Building Construction Management**, New York University, 1999



JERSEY CITY
ENVIRONMENTAL COMMISSION

Storm Water

Introduction

Our sewer system was an engineering marvel when it was created over 100 years ago. But today, rapid redevelopment combined with an aging infrastructure has adversely affected the quality of life of Jersey City residents and impacted the quality of our environment.

Today our combined sewer system too often overflows into our waterways, on to our streets and into our homes. In order to prevent these negative impacts to our health and our environment, we must move forward on two fronts. We must repair and upgrade our sewer system and we must minimize the impact of storm water through the use of green infrastructure (best management practices).

These two challenges – upgrading our sewer infrastructure and minimizing the impacts of stormwater – will require continued investment but Jersey City must face these challenges to reduce combined sewer overflows, prevent local flooding, and protect human health and the environment.

The USEPA has issued a Consent Decree that will require studies, upgrades and repairs to the sewer system in order to bring the City into compliance with the Clean Water Act. The Decree will require that the MUA ensures that both storm water and waste water reach the treatment plant, and that discharges to public or private property are eliminated.

Challenges

Upgrade Our Sewer Infrastructure

Our city is still serviced by a combined sewer system, which means that untreated sewage and stormwater are combined in the same sewer pipe. During storm events, our system cannot handle the added volume of stormwater. This results in flooding and combined sewer overflows (CSOs).

In some cases, the added volume also causes collapsed, broken, or undersized pipes to backup (surcharge) and a combination of storm water and sewage floods our streets and basements.

The Consent Decree issued by EPA will require that Jersey City eliminate dry-weather overflows, prevent tidal intrusion, maximize flow to treatment plants and eliminate discharge to public and private property.

The consent decree outlines a series of studies, sewer upgrades and sewer repairs that are estimated to cost over \$52 million dollars.

Minimize Impacts of Stormwater

Low Impact Development (LID) is a stormwater management strategy that mitigates the impacts of increased runoff and pollution due to development. LID uses natural systems for infiltration, evaporation and reuse of rainwater. These techniques reduce the volume and intensity of stormwater flows, and remove pollutants from stormwater.

LID practices can also offset the costs associated with regulatory requirements for stormwater control. In the vast majority of cases, significant cost savings were realized due to decreased costs associated with stormwater

infrastructure, paving, and grading. According to an EPA study, total capital cost savings can range from 15-80 percent. (see www.epa.gov/nps/lid for full report)

LID should be a requirement for all future development projects in Jersey City. Jersey City should also strive to increase the amount of green permeable surfaces across the city to reduce storm water runoff.

Minimizing the impact of development on storm water will reduce the volume of storm water during storm events and alleviate both flooding and CSOs.

Initiatives

INITIATIVE 1 Update Ordinances to Require Green Infrastructure

In order to encourage and/or require low-impact development and the use of green infrastructure, the City will need to review and revise various sections of its land use and zoning ordinances.

Once the ordinance texts are revised, they will be submitted to the Jersey City Environmental Commission for review and comment.

INITIATIVE 2 Increase use of High Level Storm Sewers (HLSS)

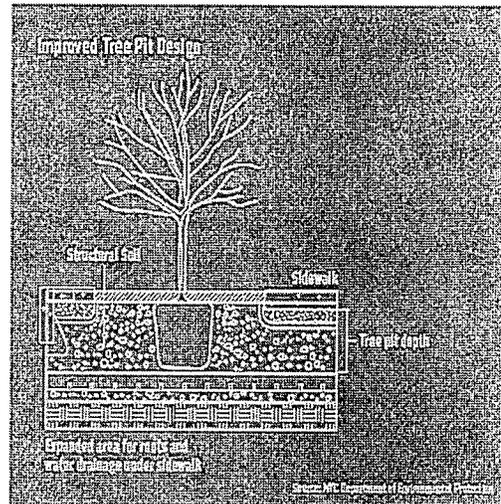
High Level Storm Sewers (HLSS) are one strategy for alleviating pressure on the combined sewer system and limiting CSO events in waterfront areas. These sewers are designed to capture approximately 50% of the rainfall before it enters the system, and divert it directly into waterways through permitted outfalls.

In addition to reducing the volume of flows to the treatment plant and CSOs, they will alleviate street flooding in waterfront areas.

INITIATIVE 3 Maximize the use of Green Space

Jersey City should maximize the use of green space for stormwater capture and retention. Green space absorbs millions of gallons of water for every inch of rain. New York City estimates that street trees alone capture 870 million gallons of water each year.

Jersey City should implement a "Green Streets" program to increase the amount of water captured by trees. A one-acre Green Streets site will retain about 55,000 gallons of stormwater. The use of Improved Tree Pit Designs would significantly increase this capacity.



INITIATIVE 4 Require Low Impact Development

Low Impact Development (LID) is a stormwater management strategy that mitigates the impacts of increased runoff and pollution due to development. LID uses natural systems for infiltration, evaporation and reuse of rainwater. These techniques reduce the volume and intensity of stormwater flows, and remove pollutants from stormwater.

Jersey City should modify zoning to require LID for all future development projects in Jersey City.

These practices include but are not limited to the preservation of open space, reduced requirement for street and sidewalk widths, use of porous pavement and infiltration basins, and creating swales and retention gardens.

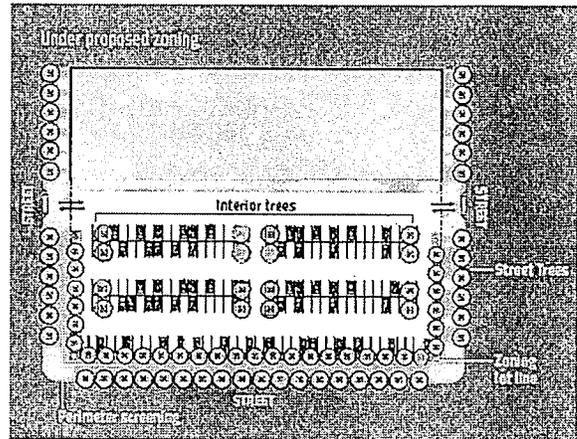
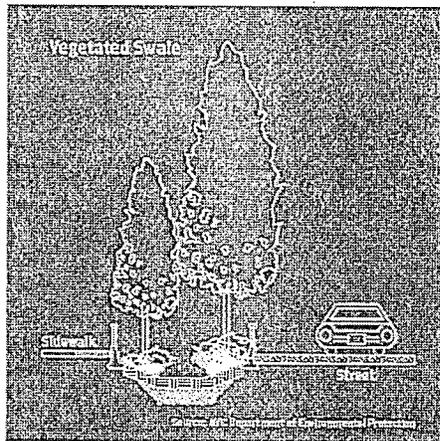
Initiatives

INITIATIVE 5 Require green parking lots, roads and highways

Jersey City should modify its land use and zoning ordinance to include design guidelines for commercial and community facilities that require green parking lots, streets, and highways.

When so much of our city consists of impervious buildings, parking lots, and roads, storm water cannot seep back into the ground. Instead, it flows into our sewers and places added strain on our aging infrastructure.

Requiring developers to include trees and landscaping in parking lot design and construction is a cost effective way for the private sector to help alleviate the strain development places on our aging sewer system.



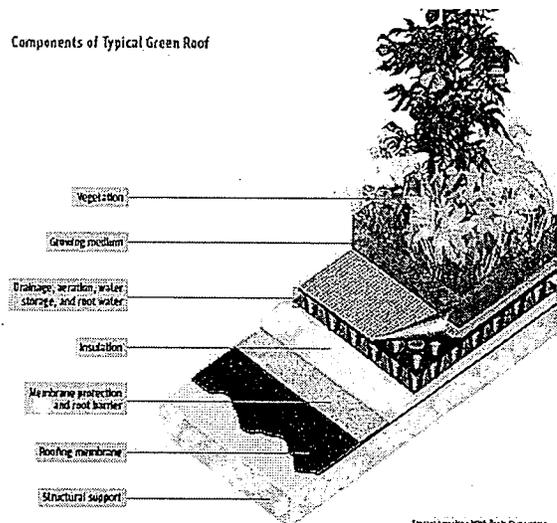
Zoning modifications should require perimeter landscaping for commercial and community facility lots over 6,000 square feet as well as street planting on adjacent sidewalks. Lots above 12,000 square feet should also include trees and planting islands within each lot (see above diagram).

The City should incorporate requirements for vegetated ditches (swales) adjacent to parking lots, streets, and highways. In addition to storing direct rainfall and reducing stormwater volumes entering the sewer system, swales filter and clean the runoff through soil and vegetation (see illustration to left).

INITIATIVE 6 Require green roofs for developments receiving tax abatements

Jersey City should require green roofs for commercial and residential developments receiving tax abatements. In addition to reducing the volume of runoff by absorbing and storing storm water, a green roof can be an added green space enjoyed by building occupants. According to the Riverkeeper, for every 40-square feet of green roof, 810 gallons of water will be captured annually.

Components of Typical Green Roof



Source: American Wet Weather Corporation

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

City Clerk File No. Res. 13.535

Agenda No. 10.T

Approved: JUL 31 2013

TITLE:



RESOLUTION APPOINTING PHIL RIVO AS A MEMBER OF THE JERSEY CITY ALCOHOLIC BEVERAGE CONTROL BOARD

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor, by letter dated July 22, 2013, has advised the Municipal Council that he has appointed **Phil Rivo (Democrat)** of 280 Pavonia Avenue, Jersey City, New Jersey, as a **Member** of the **Jersey City Alcoholic Beverage Control Board**, replacing Martin Jackson, whose term has expired, for a term to commence upon adoption of this resolution and expire June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Phil Rivo** as a **Member** of the **Jersey City Alcoholic Beverage Control Board**, for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.d
Meeting 07.31.13

July 22, 2013

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey
07302

Dear Council President and Members,

Kindly be advised that I have appointed **Phil Rivo**, a Democrat, of 280 Pavonia Avenue, Jersey City, New Jersey, to serve as a member of the **Jersey City Alcoholic Beverage Control Board**. Mr. Rivo is replacing Martin Jackson, whose term has expired, for a term to commence upon the adoption of a resolution and expire on June 30, 2016.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven M. Fulop", written over a horizontal line.

Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

c: Jeremy Farrell Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Maynard Woodson, Director, Div. of Commerce
Rachael Riccio, Secretary, A. B. C. Board
Muhammed Akil, Chief of Staff
Nancy Warlikowski, Mayor's Office
Phil Rivo

Phil Rivo

280 Pavonia Avenue
Jersey City, NJ 07302



- Experience**
- Armagno Agency, Jersey City, NJ 2000-present
NJ licensed Realtor, specializing in sales and rentals of residential properties in Jersey City, NJ. Negotiated over 250 million dollars in sales. Top 1% percent producer in Hudson County, NJ.
- Tunnelproductions, Inc., Jersey City, NJ 1996-2000
President of film production company. Duties included executive producing, financing and marketing of independent motion pictures. Executive Producer of independent film, Final Exam, which was featured in the 1998 Cannes Film Festival and then sold to Blockbuster Video for wide release.
- Bar Manager/General Restaurant Manager 1991-1996
Duties included purchasing, staffing, managing several high volume restaurants in Hudson County, NJ.
- Troma, Inc. New York, NY 1987-1991
Feature film production, marketing, and distribution at independent film company. Screenwriter of numerous feature films. Duties included presentation and sales at worldwide film sales markets and festivals, including Cannes, France; Porto, Portugal; Tokyo, Japan; Beijing, China, and Tel Aviv, Israel.
- Education**
- York University, Toronto, Canada: Bachelor of Arts: History 1986
- Professional Organizations, Boards and Awards**
- Real Estate Redevelopment/Business Climate-Outreach Mayor Elect Transition Team Committee (2013)
- New Jersey Association of Realtors (2000-present)
- Five Star Professional Award for real estate accomplishments (2011, 2012)
- New Jersey Monthly Award for Outstanding Real Estate service (2012, 2013)
- Learning Community Charter School, Jersey City, NJ: Board Member (2010-2011)
- Temple Beth El, Jersey City, NJ: Board of Trustees (2009-2012)
- Founder and creator of ALL POINTS BORSCHT comedy show (2010-2013)
- Stand-up Comic in the NYC/metropolitan area (1994-present)
- Co-founder of Hamilton Park Farmer's Market, Jersey City, NJ (2005)

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

Robert Byrne, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk
Tolonda Griffin-Ross, Deputy City Clerk



Telephone: (201) 547-5150
Fax: (201) 547-5461

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: July 15-2014

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) ABC
- b) _____
- c) _____

Name: Philip W. Rivo (Phil)

Address of Residence: 280 Pavonia Avenue

Phone Number: _____

E-mail Address: _____

Education related to the authorities, boards or commissions of choice:

Fifteen years work experience in Bars/Restaurants

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

Managed Bars/Restaurants

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

None in regard to ABC but I am civic minded and community oriented

Signature: Phil

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

City Clerk File No. Res. 13.536

Agenda No. 10.U

Approved: JUL 31 2013

TITLE:



RESOLUTION APPOINTING ALEXANDER ADAM HABIB AS A MEMBER OF THE JERSEY CITY INCINERATOR AUTHORITY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated July 22, 2013, that he has appointed **Alexander Adam Habib**, of 50 Garrison Avenue, Jersey City, New Jersey, as a member of the **Jersey City Incinerator Authority**, replacing Michael A. Rooney, whose term has expired, for a term to commence immediately upon adoption of this resolution and expire on February 1, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Alexander Adam Habib** as a member of the **Jersey City Incinerator Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				7.31.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.e
Meeting 07.31.13

July 22, 2013

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey
07302

Dear President and Council Members,

Kindly be advised that I have appointed **Alexander Adam Habib**, of 50 Garrison Avenue, Jersey City, New Jersey, as a member of the **Jersey City Incinerator Authority**. Mr. Habib is replacing Michael A. Rooney, whose term has expired, for a term to commence upon the adoption of a resolution and expire February 1, 2018.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven M. Fulop".

Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

c: Jeremy Farrell, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Oren Dabney, Chief Executive Officer, JCIA
Muhammed Akil, Chief of Staff
Nancy Warlikowski, Mayor's Office
Alexander Adam Habib

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

Robert Byrne, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk
Tolonda Griffin-Ross, Deputy City Clerk



Telephone: (201) 547-5150
Fax: (201) 547-6461

RECEIVED
2013 JUL 12 A 10:18
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: 7/9/13

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) Jersey City Incinerator Authority
- b) _____
- c) _____

Name: Alexander Habib

Address of Residence: 50 Garrison Ave, Jersey City, NJ 07306

Phone Number: _____

E-mail Address: _____

Education related to the authorities, boards or commissions of choice:

Master of Public Administration (MPA)

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

Former Chief of Staff in the NJ General Assembly
Worked on policy issues related to energy, environment, solid waste.

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

N/A

Signature: Alexander Habib

Education

Master of Public Administration, Health Policy New York University | New York, NY May 2013
Bachelor of Arts, Political Science Rowan University | Glassboro, NJ May 2008

Professional Experience

Public Affairs Supervisor - Beckerman Public Relations | Hackensack, NJ

February 11, 2013 - Present

Manage the firm's public affairs and professional services accounts for New Jersey's third largest public relations agency. Facilitate and develop effective communication strategies that incite change and action on public policy. Implement comprehensive issue advocacy campaigns and serve as a member of the firm's crisis communications team. Identifies and mobilizes public, third-party and stakeholder support for political, legislative, and regulatory initiatives. Manage integrated public affairs/government affairs campaigns to achieve specific objectives for clients. Secure thought leadership opportunities and utilizes the media as a tool for branding, establishing credibility, developing and framing issues, and advocacy. Additionally, supports the firm's professional service practice, which specializes in providing legal marketing services to law firms of all sizes.

Project Associate - Clinical and Translational Science Institute | NYU Langone Medical Center, New York, NY

September 2012 - May 2013

The Clinical and Translational Science Institute (CTSI) was created as a joint 5-year collaboration between New York University (NYU) and the Health and Hospitals Corporation (HHC) to provide an integrated home for the advancement of collaborative translational science for the benefit of patients, the community and the population at large. As part of a team for NYU Advanced Projects in Health Policy & Management, the project's goal was to evaluate how effective the NYU-HHC CTSI has been at propelling translational research forward, with the ultimate goal of successful federal funding renewal (\$30 million) from the NIH. This was accomplished by evaluating the 8 existing CTSI programs by first defining measures for success, and then through interviews with key program stakeholders, analysis of existing data, and other program-specific evaluation projects. Ultimately, findings were synthesized into a comprehensive summary report that assisted the CTSI in an effort to further its mission to foster innovative research and discovery.

Chief of Staff - Office of Assemblyman Ruben J. Ramos, Jr. | Hoboken, NJ

July 16, 2010 - February 10, 2013

Serve as senior advisor on all legislative and constituent matters, in addition to operating as chief aide on the Assembly Regulatory Oversight and Gaming Committee. Manage a small district office with 3 employees and \$110,000 staff budget. Coordinate with various high-level stakeholders and policy makers to establish legislative language that promotes better access to health care and fair regulations. Frequently liaise with senior level and executive staff, build and manage coalitions and handle all external relationships. Collaborate with a team of legal staff and financial analysts on pending legislation and conduct independent research and analyses. Served as aide to the Vice-Chair of the Assembly Appropriations Committee (2010-2011) Manage a diverse legislative portfolio on issues related to public health, administrative reform, economic development, education, regulatory oversight, transportation, and the environment. Additionally, working on enacting several provisions and recommendations of Governor Chris Christie's Red Tape Review Commission, which seeks to deregulate State government, reduce red-tape, improve government efficiency, and effectively grow business and industry in the State of NJ. Responsible for managing and coordinating a press schedule and earned media strategy, and serve as the official spokesperson for the Legislative Office.

Legislative Aide - Office of Assemblyman Paul D. Moriarty | Turnersville, NJ

January 12, 2009 - July 16, 2010

Responsible for researching, drafting, proposing and analyzing legislation. Extensive work in policy areas related to consumer safety and health issues, insurance billing, hospital reporting, and public employee pension and

health benefits reform. Primary responsibility was to shepherd the legislator's bills through the legislative process and aggressively seek to score policy victories. Additionally served as chief aide to the Chair of the Assembly Consumer Affairs committee. Major accomplishment was marshaling a bill through the legislature that required hospitals to report certain medical errors and other "never-events" and prevented hospitals from billing for certain medical errors. Drafted several memoranda on pending legislation and briefings on constituent issues. Special projects and assignments were handled on an as-needed basis.

**Independent Political Consultant - Various Campaigns | Throughout NJ
September 2007 – November 2013**

Served in various campaign capacities from field operations to communications director. Appeared on live network TV on CBS3-Philadelphia as a guest political analyst, covering the 2008 Presidential race. Results yielded all successful campaigns, and efforts received recognition by state and national press outlets. Regular commentator on WNET's NJTV Political Roundtable. Recognized as a "Rising Star" in NJ politics by PolitickerNJ.com (2008).

Skills

- Proven written and verbal communication skills with special attention towards strategic communication.
- Consummate with large data sets, including Statistical Package for the Social Sciences (SPSS) and Stata data analysis and statistical software.
- Advanced Office Skills - Word, Excel, Access, PowerPoint, Outlook, in addition to Apple counterparts.
- Analytical Skills in Policy and Legislative Analysis, Budget and Cost-Benefit Analysis.
- Experience with program analysis and evaluation with focus on performance-based and outcome-oriented results.

Publications

Habib, Alexander, *How to Overcome the Chinese Rare Earth Conundrum*, The Wagner Review Online, March 27, 2011

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

City Clerk File No. Res. 13.537
 Agenda No. 10.V
 Approved: JUL 31 2013
 TITLE:



RESOLUTION APPOINTING VERONICA PARK AS A MEMBER OF THE JERSEY CITY MEDICAL CENTER BOARD OF TRUSTEES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the governance agreement between the City of Jersey City and the Jersey City Medical Center provides that the Center shall be managed by a board of trustees consisting of twenty-one members, three of whom shall be appointed by the City of Jersey City; and

WHEREAS, the Honorable Steven M. Fulop, Mayor has by letter dated July 22, 2013, appointed **Veronica Park**, of 230 Seventh Street, Jersey City, New Jersey, as a trustee of the **Jersey City Medical Center Board**, replacing Frank T. Molina, whose term has expired, for a term to commence upon adoption of this resolution and expire December 31, 2013.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Veronica Park** be approved as a trustee of the of the **Jersey City Medical Center Board** for the above mentioned term.

RB:sjg

APPROVED: _____
 APPROVED: [Signature] Business Administrator
 APPROVED AS TO LEGAL FORM: [Signature] Corporation Counsel
 Certification Required
 Not Required
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.f
Meeting 07.31.13

July 22, 2013

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members,

Kindly be advised that I have appointed **Veronica Park** of 230 Seventh Street, Jersey City, New Jersey as a member of the **Jersey City Medical Center Board of Trustees**. Ms. Park is replacing Frank T. Molina, whose term has expired. Ms. Park's term will commence upon the adoption of a resolution and will expire on December 31, 2013.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven M. Fulop".

Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

c: Jeremy Farrell, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Paul R. Murphy, Jersey City Medical Center (L.H.S.)
Muhammed Akil, Chief of Staff, Mayor's Office
Nancy Warlikowski, Mayor's Office

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

Robert Byrne, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk
Tolonda Griffin-Ross, Deputy City Clerk



Telephone: (201) 547-5150
Fax: (201) 547-5461

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: 7-15-11

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) _____
- b) _____
- c) _____

Name: Veronica Park

Address of Residence: 230 7th Street

Phone Number: _____

E-mail Address: _____

Education related to the authorities, boards or commissions of choice:

Bachelor of Arts, University of Washington

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

Fundraising for Cordus P.B. 37, Steve Fulop
Municipal campaign, advisory board for Barbours

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

See resume

Signature: [Handwritten Signature]

Veronica Park

SENIOR BUSINESS AND OPERATIONS EXECUTIVE

Seasoned retail executive with 20+ years in progressive positions of business and market development

High-integrity, results-oriented entrepreneurial leader known for ability to develop, replicate, strengthen and scale operations on a regional, national and international basis. Proven ability to cultivate strategic partnerships, negotiate contracts, improve operational efficiency & productivity, collaborate and create alignment & consistency among teams.

- Creates a Compelling Future
- Inspires and Develops Talent
- Drives Business Performance
- Delivers Results
- Possess a Passion for Service
- Organizational Savvy

LEADERSHIP EXPERIENCE

STARBUCKS COFFEE COMPANY 2011 – Present

District Manager

- Responsible for hiring, training and development of 250+ employees while consistently improving financial health, YOY growth and expansion of the Brand.

Starbucks Coffee International – Business Operations Consultant – Budapest, Hungary

- Implemented and led strategy for new market opening in EMEA including real estate, human resources, marketing, logistics and operations.

Regional Business Alliances Manager

- Grew this segment of business 24% YOY through perseverance and development of high performing teams in Mid-Atlantic and NE Regions.

National Licensed Sales Manager

- Identified, qualified, and grew over 30 new licensed locations in College & University, Healthcare, Business & Industry, and Casino's along the Eastern Seaboard.

Starbucks Coffee International – Singapore & Philippines

- Opened Asia Pacific Operations.
- Received "Pioneer Award" for accomplishments.

STEVEN FULOP MAYORAL CAMPAIGN 2011 – 2013

- Inauguration Committee Chair – Coordinated July 1, 2013 Inauguration Day.
- Finance Director – Specialized in fundraising including low dollar, high dollar, in-home and multi-cultural events.

BAREBURGER – Advisory Board Member 2011 – Present

- Provide business acumen expertise in all areas of execution and expansion.
- Core member presenting to Venture Capital Groups for future funding.

YO MON YOGURT – Business Consultant 2011 – Present

- Create and maintain monthly P&L and ongoing operational support.
- Negotiate leases and consult on franchise expansion.

HAMILTON SQUARE – Neighborhood Consultant 2006 – 2008

- Established viable potential local business ventures.
- Negotiated contracts and leases.

EDUCATION

Bachelor of Arts, Drama, Minor in English, University of Washington, Seattle, Washington
St. Jean A La Croix, St. Quentin, France – Fluent in French

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

City Clerk File No. _____ Res. 13.538

Agenda No. _____ 10.W

Approved: _____ JUL 31 2013

TITLE: _____



RESOLUTION APPOINTING ANTONIO DABU AS A MEMBER OF THE JERSEY CITY RENT LEVELING BOARD

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

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated July 22, 2013, that he has appointed Antonio Dabu, of 43 Suburbia Drive, Jersey City, New Jersey to serve as a **Member** of the **Jersey City Rent Leveling Board**, replacing Albert Cupo, whose term has expired, for a period to commence immediately upon adoption of this resolution and expire on January 20, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Antonio Dabu** as a **Member** of the **Jersey City Rent Leveling Board** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sgj

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

COUNCILPERSON	RECC		
	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

WITHDRAWN

COUNCILPERSON	APPROVED		
	AYE	NAY	N.V.
RA			
TERMAN			
ARRO, PRES			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipality of Jersey City

Rolando R. Lavarro, Jr., President

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.g
Meeting 07.31.13

July 22, 2013

President and Members of the Municipal Council
City Of Jersey City
280 Grove Street
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have appointed **Antonio Dabu**, of 43 Suburbia Drive, Jersey City, New Jersey, to serve as a **Member** of the **Jersey City Rent Leveling Board**, replacing Albert Cupo, whose term has expired. His term will commence upon the adoption of a resolution and expire on January 20, 2016.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven M. Fulop".

Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

cc: Jeremy Farrell, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Charles Odei, Rent Leveling Board
Muhammed Akil, Chief of Staff, Mayor's Office
Nancy Warlikowski, Mayor's Office
Antonio Dabu

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

Robert Byrne, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk
Tolonda Griffin-Ross, Deputy City Clerk



Telephone: (201) 547-5160
Fax: (201) 547-5461

RECEIVED
2013 JUL 12 A 10:48
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: July 9, 2013

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) Rent Leveling Board
- b) _____
- c) _____

Name: Antonio Dabu

Address of Residence: 43 Suburbia Drive, JC NJ 07305

Phone Number: _____

E-mail Address: _____

Education related to the authorities, boards or commissions of choice:

Rent Leveling Board

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

Real Estate business

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

served in the same board before early 90's

Signature: _____

43 Suburbia Drive, Jersey City, NJ

- 1994 - current - work as broker/owner of Prudential Dabu Realtors.
Sell and rent real estate in the state of New Jersey.
Manages/train /coach 20 real estate agents
Run the daily activities of the office.
- 1986 - 1987 worked as real estate associate for Century 21 Gordon Agency.
- 1987- 1994 served as the Topnoth Realty Founding President.
- 1978 - 1986 - Worked for Laidlaw Adams and Peck, a stock brokerage in New York at the Stock Brokerage Accounting Department.
- 1977 - 1978 - worked briefly at McCann Erickson, as a Mailroom clerk, then as a Telex Operator in the Standard Chartered Bank in New York
- 1975 - Graduated from San Sebastian College in Manila, Philippines with a degree in Bachelor of Arts, major in Political Science.
- 1975- 1977 - Enrolled in San Beda College of Law.
- 1977 - Came to New York, NY on April 3, 1977.

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

City Clerk File No. Res. 13.539

Agenda No. 10.X

Approved: JUL 31 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VEHICLE TRACKING SOLUTIONS TO PROVIDE GLOBAL POSITIONING SYSTEM (GPS) MONITORING ON CITY OWNED VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, informal proposals were solicited for bids for global positioning system (GPS) for city owned vehicles for the Department of Public Works; and

WHEREAS, three (3) proposals were received from Sage Quest, 31500 Bainbridge Road, Solon, OH 44139 in the bid amount of \$43,320.00 and from Teletrac, 7391 Lincoln Way, Garden Grove, CA 92841 in the bid amount of \$39,900.00, with the lowest responsible being that from Vehicle Tracking Solutions, 10 East 5th Street, Deer Park, New York 11729 in the total bid amount of **thirty four thousand one hundred and eighty eight dollars and sixty cents (\$34,188.60)**; and

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

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$16,000.00 are available in **Automotive Maintenance Operating Account No. 13-01-201-26-315-312.**

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

- 1) A contract in the amount of **\$34,188.60** for global positioning system (GPS) is awarded to Vehicle Tracking Solutions and the Purchasing Director is directed to have such a contract drawn up and executed;
- 2) The contract is for twelve (12) months effective as of August 22, 2013, and the total cost of the contract shall not exceed **\$34,188.60**;

(Continue on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VEHICLE TRACKING SOLUTIONS TO PROVIDE GLOBAL POSITIONING SYSTEM (GPS) MONITORING ON CITY OWNED VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

- 3) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 4) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
- 5) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year permanent budget, shall be subject to the availability and appropriation of sufficient funds in the subsequent calendar year budget.

I Donna Mauer Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$16,000.00 are available in Automotive Maintenance Operating Account No. 13-01-201-26-315-312.

Account No. 13-01-201-26-315-312, P.O. No. 110602

MR /sb
July 23, 2013

APPROVED: [Signature] Michael Razzoli, Director of Public Works

APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator

[Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				7.31.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

[Signature]
Rolando R. Lavarro, Jr., 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/cooperative agreement:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VEHICLE TRACKING SOLUTIONS TO PROVIDE GLOBAL POSITIONING SYSTEM (GPS) MONITORING ON CITY OWNED VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE.

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

Michael Razzoli, Director of the Department of Public Works for the Division of Automotive Maintenance.

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

To provide global positioning system (GPS) monitoring on city owned vehicles.

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

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VEHICLE TRACKING SOLUTIONS TO PROVIDE GLOBAL POSITIONING SYSTEM (GPS) MONITORING ON CITY OWNED VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE.

5. Anticipated benefits to the community:

To provide global positioning system (GPS) monitoring on city owned vehicles.

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 cost of this pay to play contract is thirty four thousand one hundred and eighty eight dollars and sixty cents (\$34,188.60).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

August 21, 2014.

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

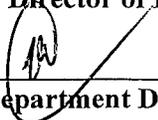
Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Automotive Maintenance.

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

Peter Folgado, Director of Purchasing, RPPO, QPA Date:


Signature of Department Director


Date:

CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VEHICLE TRACKING SOLUTIONS TO PROVIDE GLOBAL POSITIONING SYSTEM (GPS) MONITORING ON CITY OWNED VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE.**
3. The total funds requested for this pay to play contract is \$34,188.60 with a temporary encumbrancy of \$16,000.00.
4. The funds are available in Automotive Maintenance Operating Account No. 01-201-26-315-312.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

7/23/13.

Michael E. Razzoli
Director of Department of Public Works

Requisition #
0162768

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

Assigned PO #

Requisition

Vendor
VEHICLE TRACKING SOLUTIONS
10 E. 5TH STREET
DEER PARK NY 11729

Dept. Bill To
AUTOMOTIVE
575 ROUTE 440
JERSEY CITY NJ 07305

Dept. Ship To
AUTOMOTIVE
575 ROUTE 440
JERSEY CITY NJ 07305

VE580150

Contact Info
Hector Ortiz, Dir
2015474423

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SER	GPS MONITORING ON CITY OWNED VEHICLES	01-201-26-315-312	16,000.00	16,000.00

CONTRACT DURATION: 08/22/13 TO 08/21/14

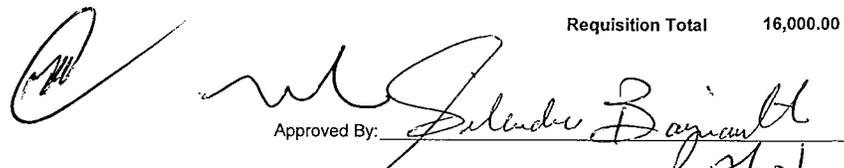
TOTAL CONTRACT AMOUNT = \$34,188.60
TEMP. ENCUMBRANCY = \$16,000.00

PAY TO PLAY CONTRACT

PARTIAL PAYMENT VOUCHERS

Requisition Total 16,000.00

Req. Date: 07/23/2013
Requested By: BAIJNAUTHS
Buyer Id:


Approved By: Felinda B. Bagnall
07/23/13.

This Is Not A Purchase Order



EQUIPMENT & SERVICE QUOTE

Vehicle Tracking Solutions

We help you drive productivity!

DATE: JULY 24, 2013

10 E. 5th St. Deer Park, NY 11729
Phone 631.5867400 Fax 866.873.0066
www.VehicleTrackingSolutions.com

QUOTE IS GUARANTEED FOR 14 DAYS

PREPARED FOR: **Mr. Peter Folgado/ Purchasing Agent**
c/o City Of Jersey City DPW
575 Route 440
Jersey City, NJ 07305

SALESPERSON: Adam Ross
p: 631.586.7400 ext. 12
adam@vehicltracking.com

Equipment & Monthly Access Service

Quantity:		Monthly SVC	Total
95	AVL Units & Monthly Access	\$29.99	\$2,849.05

NOTE: Pricing does not include taxes.

***The monthly service contract includes:** 1 minute updates, Silent Passenger access, iphone and Android mobile access apps, Rapid Update feature and Locate Now services, monthly cellular data plan, data hosting fees, automatic lifetime software upgrades, unlimited Silent Passenger users, on-site and/or remote training and technical support, annual map upgrades and software upgrades, automatic e-mail reports, text alerts and 13 month historical data, installation and technical service calls.

VTS will warranty AVL/ GPS tracking units for life of the agreement. In the event of a total loss to the hardware due to tampering or physical damage, the replacement cost will not exceed the original hardware purchase price. Replacement cost due to tampering or physical damage will be \$99 per unit.

Additional Items:

-Agreement and pricing is for 12 months only

-If service is discontinued, client will allow VTS to remove and take possession of equipment.

PROPOSAL FOR JERSEY CITY DEPT. OF PUBLIC WORKS



Submitted by: Adam Ross



vehicletrackingsolutions.com

10 E. 5th St. | Deer Park, NY 11729
(631) 586-7400
www.VehicleTrackingSolutions.com

July 15th, 2013

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Overview

At Vehicle Tracking Solutions we are proud to say "We drive productivity." We are confident that our years of industry expertise, best-in-breed hardware and partnership with the largest GPRS-based wireless network data provider continue to make VTS the perfect vendor for Jersey City Dept. of Public Works.

Our success over the past 10 years showing clients with fleets of all sizes how to reduce operating expenses while simultaneously increasing efficiency has helped us enjoy nearly a 300% increase in sales and a tenfold increase in net worth. For that achievement we were honored in the 2008 and 2009 Inc 5000 list of fastest-growing privately owned companies.

VTS currently has over 1,300 clients tracking more than 20,000 vehicles throughout the U.S. We have worked with companies who own 1 vehicle, as well as municipalities with hundreds of vehicles. Using the expertise we have gained by working with many New York-based companies, we will work to understand your unique needs and goals and will help you achieve them.

Vehicle Tracking Solutions is an LLC, formed in 2001, located in Deer Park, NY. Our 20+ employees work from our Deer Park office; all operations (from software development to technical support to billing) are completed in-house.

We were the first fleet management solution provider to be partnered with Microsoft Bing® Maps with an open user license. This license allows VTS to provide the top maps in the industry to our clients, at no additional cost to them.

Vehicle Tracking Solutions' support staff ensures your department will receive a personal touch for major items such as technical support, ongoing on-site training, warranty service and upgrades. The hands-on approach offered by VTS throughout the contract term guarantees that once initial goals are met, we will help you to create and obtain additional goals as they are needed for future enhancements and custom integration. We are ready to put our expertise to work for Jersey City Dept. of Public Works and help you meet your ongoing goals.



Functionality of Silent Passenger

Silent Passenger is a cutting-edge fleet management program that makes it easy to effectively and efficiently monitor your vehicles. Silent Passenger integrates detailed, up-to-date maps from Microsoft Bing with real-time traffic information and turn-by-turn directions.

Any computer connected to the internet (running Microsoft Internet Explorer, Mozilla Firefox, or Safari) may access Silent Passenger to view real-time events and historical data. Because Silent Passenger™ is a web-based solution, you have the convenience and mobility of working from any computer, anywhere. No software to install, no restrictions to worry about. Silent Passenger is capable of providing access to all Jersey City Dept. of Public Works AVL users and administrators (able to handle 200 users with individual sign on capability, all of which may sign on concurrently, with variable levels of user permissions). There are no licensing fees for Silent Passenger.

Silent Passenger includes the following functionality:

- The ability to identify and track more than 500 GPS equipped vehicles/assets on overlaid maps
- An update rate of one (1) minute for standard usage and ten (5) seconds in Rapid Update mode
- The ability to track assets by individual, department, territorial area, town wide, or other defined grouping
- Single sign on capability
- Multi-level, role based security (including Administrator, Department Staff, and Management user roles)
- Control user access by level
- Ability to provide identifier and attributes about the asset while GPS enabled including location, speed, distance and breadcrumb information
- The ability to identify boundaries by assets in terms of territory and restricted areas. These areas can be displayed as overlays on the map, and alerts may be set up to notify administrators when an asset goes "out of area"
- An easy-to-use GUI for maintaining all system administration functions

As VTS adds additional features to Silent Passenger or upgrades existing features, they will be available to Jersey City Dept. of Public Works at no additional cost. These upgrades will occur automatically, without the need for software installation or any other interaction from Jersey City Dept. of Public Works staff.

Basic Silent Passenger™ Features:

Fleet Status – Displays the exact location of all vehicles on a lined display. Click on any vehicle to zoom to street level detail. It also displays the engine on/off status. When this screen is open it updates automatically when vehicle locations change.

Fleet View Mode - Full screen map that automatically zooms to display all vehicle names/numbers that the user has rights to see and has enabled to see.

Vehicle Bubbles – The vehicle bubbles feature makes it easier to view the information you need. A Zoom tab gives you a detailed view of the selected vehicle.

- An ETA tab allows you to calculate arrival time at an address or landmark.
- A Stops tab will show you all stops made by that vehicle for the day, including location and time of each stop, length of stop, and idling at each stop.
- If your vehicles are equipped with Garmin Routing, you will see a Routing tab which allows you to view that vehicle's assigned route for the day.
- A Stats tab will show you total drive time, stop time, and idle time for each vehicle for the day.

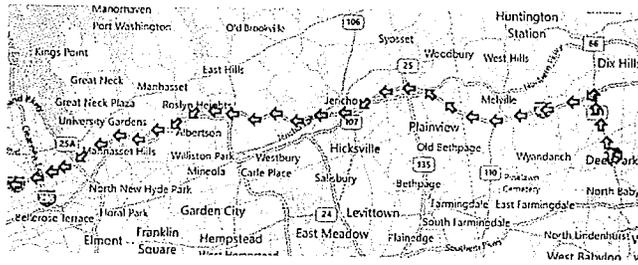
You can "pin" vehicle bubbles to the screen, allowing you to view multiple vehicle bubbles at once.

The screenshot displays the vehicle tracking software interface for vehicle HR-23. On the left, a map shows the vehicle's location on Cross Island Pkwy in Cambria Heights, NY. Below the map, the vehicle's address (CR-101, Patchogue, NY 11772), last point (12/14/2011 12:17:56 PM), speed (45 mph), and heading (SW) are shown. At the bottom left, there are buttons for 'From Here' and 'To Here' with location pins. On the right, a data panel shows: Drive Time: 1 h 50 m, Stop Time: 3 h 0 m*, and Idle Time: 54 m 36 s. A note states: '* Only stops and idles greater than 1 minute are shown. The sum of Drive Time, Stop Time and Idle time will not necessarily add up to the Starting Time of the day.' Below this, the address 'Cross Island Pkwy, Cambria Heights, NY 11411', last point '1/23/2012 1:55:59 PM', speed '56 mph', and heading 'N' are listed. At the bottom right, there are buttons for 'From Here' and 'To Here' with location pins, and a row of buttons: 'Route', 'Locate', 'Rapid Update', and 'Steps Report'. At the very bottom, there are buttons for 'Route' and 'Stops Report'.

Color coded Vehicle Status: Icons displayed next to each vehicle name in fleet status and on the map denote the following:

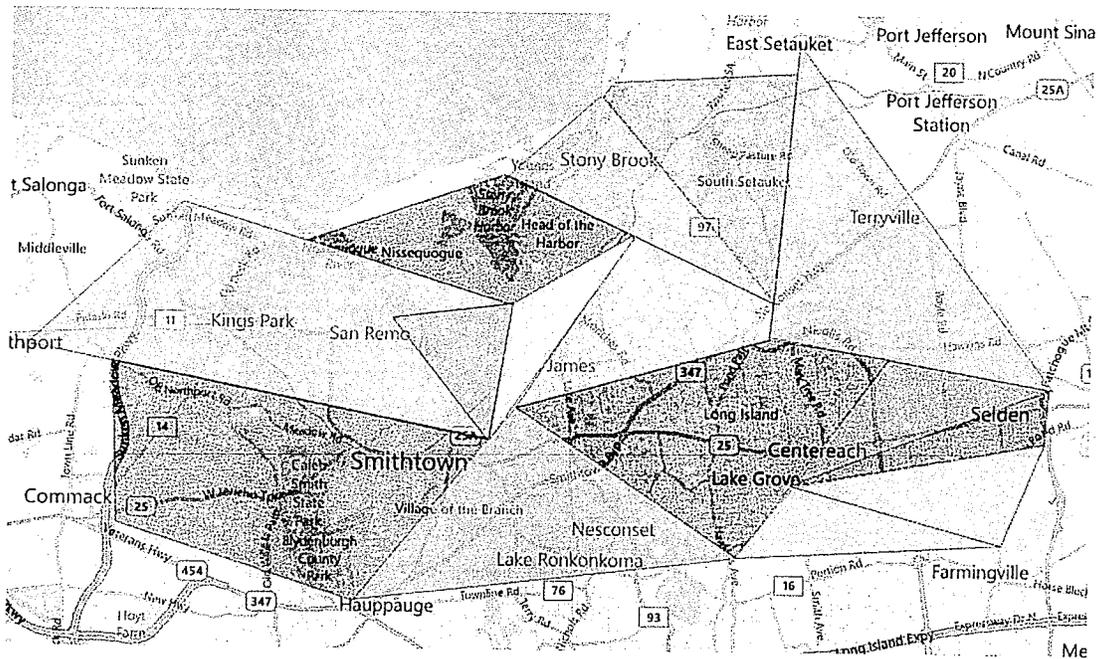
- Moving
- Stopped for less than 5 minutes
- Stopped between 5 minutes and 60 minutes
- Stopped for more than 60 minutes
- Stopped for more than 3 days
- Speeding
- Loss of connection with hardware

Route Playback- View the breadcrumb trail for any vehicle on the map.



Landmarks - All users with permission can set up landmarks which can be categorized by type. For example, you can create landmarks for all town parking lots or pick-up sites. The purpose of this feature is for the Fleet Status window and all reports to list the name of the location that the vehicle is parked or stopped at.

Geofencing – Silent Passenger users are able to set a radius and be notified when vehicles enter or exit that area with the geofencing tool.



Administrative Access- This is where administrative users may create usernames and assign viewing permissions to other users. You may also change vehicle names, edit vehicle groups and enter the vehicles' true odometer readings.

Preferences - This feature allows users to change various system preferences.

Help- Users may contact VTS for technical support and remote live assistance. Users can also change their password.

Map Navigation: Full screen maps and top driven menus allow users to quickly access the information they need. Map navigation is extremely simple: pan and zoom with the click of your mouse.

Vehicle Maintenance Program:

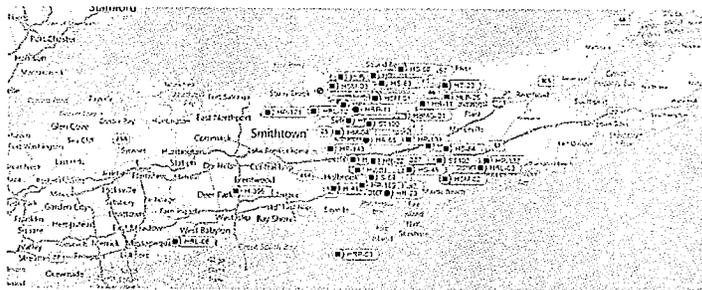
The Vehicle Maintenance Program in Silent Passenger allows you to monitor oil changes, inspections and other routine vehicle maintenance. You can even set up automatic email reports to alert you on a daily, weekly or monthly basis of upcoming maintenance issues.

Satellite and Birds Eye Views:

You can accurately view where your vehicles are throughout the day. Satellite and Birds Eye Views will allow you to view your fleet as if you were in the passenger seat. You can easily switch between road, satellite and birds eye views with the click of a button.

Real-Time Traffic Updates:

Real-time traffic is available on Town, County and State roads. Real-time traffic updates will allow your dispatchers to make effective and efficient decisions when routing your department vehicles. Stay ahead of the game by knowing about congestion, bottle-necking and road closures before you send your trucks out.



Closest Vehicles:

Mouse over a landmark or vehicle and see the vehicles closest to the location, as well as their distance and ETA.



VTS Corporate
10 E 5th St
Deer Park, NY 11729

Radius: 200 Feet
Notes: Added 7/23/2010

Closest vehicles to this location

Jackie	0.0 miles	0m	
F-1	6.3 miles	16m	<input type="button" value="Send Stop"/>
Jeep 007	13.0 miles	27m	
A. Ross	13.0 miles	27m	<input type="button" value="Send Stop"/>

Driving Directions:

SpeedGauge Notification System:

VTS and SpeedGauge have collaborated to offer the industry's first true speed notification system in real time. This new feature was designed to stop the most egregious speeding incidents: those which occur in residential areas.

The standard speed notifications included in other GPS systems only allow you to set a single threshold to monitor speed. Most people will set this threshold for 60mph, but this will not alert you when your employee is travelling at 50mph in a posted 30mph zone, or 40mph in a posted 20mph zone.

The SpeedGauge module will notify you whenever a vehicle exceeds posted speed limits by:

- Displaying a red triangle icon in Silent Passenger
- Sending e-mail or text notifications
- Creating historical reports detailing all speed violations

Bing Mapping & Map Maintenance



The Microsoft Bing® platform is an integrated set of services that provides quality geospatial data, rich imagery, cutting-edge technology, and dependable performance that helps organizations visualize data and provide immersive end-user experiences.

Microsoft Bing® mapping is an industry leader in providing precise views of the world through bird's eye view and panning, and photorealistic and geospecific 3D capability, among other features.

All mapping updates released by Microsoft will be automatically released to VTS customers via the Silent Passenger platform.

Android and iPhone Apps

Silent Passenger apps are available for the Android and iPhone apps. View your fleet's activities right from your phone.

Silent Passenger API

Vehicle Tracking Solutions has developed an API which allows for integration with other software programs being used by Jersey City Dept. of Public Works.

Reporting and Alerts

On Demand Reports: Users with permission have the right to view individual or multiple vehicles' historical data. The start and end date of the report is user definable. 13 months of historical reports are available.

Reading Time	Stop	Departure	Street	City	State	Event	Distance
L44918							
No Activity							
Totals for L44918		0 h 0 m					mi
V081							
Dec 13, 2011 07:08AM			Landfill	Yaphank	NY	First Movement	0.02 mi
Dec 13, 2011 07:22AM	1 h 2 m	Dec 13 2011 8:24AM	393 Woodside Ave	Bellport	NY	Movement Stopped	0.35 mi
Dec 13, 2011 08:50AM	0 h 41 m	Dec 13 2011 9:31AM	Landfill 2	Yaphank	NY	Movement Stopped	2.06 mi
Dec 13, 2011 09:54AM	0 h 18 m	Dec 13 2011 10:12AM	Landfill	Yaphank	NY	Movement Stopped	2.05 mi
Dec 13, 2011 10:24AM	1 h 44 m	Dec 13 2011 12:08PM	Landfill 2	Yaphank	NY	Movement Stopped	0.12 mi
Dec 13, 2011 12:15PM	0 h 54 m	Dec 13 2011 1:09PM	Landfill	Yaphank	NY	Movement Stopped	2.12 mi
Dec 13, 2011 01:12PM	1 h 3 m	Dec 13 2011 2:15PM	Landfill 2	Yaphank	NY	Movement Stopped	0.12 mi
Dec 13, 2011 02:35PM	0 h 28 m	Dec 13 2011 3:03PM	Landfill	Yaphank	NY	Movement Stopped	2.94 mi
Dec 13, 2011 03:16PM	0 h 44 m	Dec 13 2011 4:00PM	Landfill 2	Yaphank	NY	Movement Stopped	0.23 mi
Dec 13, 2011 04:05PM			Landfill	Yaphank	NY	Ending Point	1.43 mi
Totals for V081		6 h 54 m					11.45 mi
V102							
Dec 13, 2011 08:04AM			Landfill	Yaphank	NY	Starting Point	
Dec 13, 2011 08:52AM			Landfill	Yaphank	NY	Ending Point	0.00 mi
Totals for V102		0 h 0 m					0.00 mi
V106							

The standard reports that are available are as follows:

- **Stops with Options**– Displays all stops the vehicle made in the date range you select. It shows travel time between each stop, length of stop and distance from previous stop. Additional information such as engine idle and vehicle events may also be displayed on this report. Stop intervals for report range from 1 min+, determined by the end user running the report.
- **Route** –Lists all roads the vehicle traveled on and speeds it traveled on those roads. It also lists the stops the vehicle made, travel time and distance. This data may be displayed in report form or played back on a map as breadcrumb history.
- **Speed**- This report shows each time a vehicle or group of vehicles exceeded the speed limit threshold you set.
- **SpeedGauge™** - This report will show you any time a vehicle exceeding posted speed limits.
- **Detail**- This displays all the raw satellite data. This report can be analyzed in the event of an accident to determine vehicle speed during the time of the accident.
- **Start/End of Day**- This report shows the location where the vehicle started its day, how many hours it worked, how many hours it was in motion, how many hours of idle time, the total distance it traveled and the location it was parked at the end of the shift.

- **Odometer-** This report shows the amount of total mileage of your vehicles. The resettable trip odometer feature is used in conjunction with our optional maintenance module.
- **Engine Idle-** This report displays the total time your vehicle's engine has been idling throughout the day.
- **Hours of Operation:** Displays how many hours each vehicle was used for the day
- **Non-Responsive Units-** Shows any units that have not reported in 3+ days.
- **Congregation Report** – Shows when 2 or more vehicles are within 30 feet of each other for more than 5 consecutive minutes.
- **Geofence Report** - Shows historical geofence information for your fleet (when and where a vehicle entered or exited a geofenced area)

*** Custom reports can be created using crystal reports at a rate of \$85/hour. Reports can be viewed on screen or may be exported to PDF, Excel, HTML or Word formats. All reports can be printed, and will appear the same when printed as they appear on screen.

Automatic E-mail Reports – Users with permission can have any or all standard reports automatically created and e-mailed on a daily, weekly, or monthly basis.

Text Alerts- Users with permission can set up text alerts to notify you of after- hours movement, speed, extended stops, no movement, idling, or when users enter or leave any "landmarked" location such as town lots or work sites. Text alerts can be sent to any cell phone or e-mail based pager/PDA or web pop-up.

Jersey City Dept. of Public Works can track, report, set alerts and reset vehicle miles driven and/or hours driven between maintenance.

The Silent Passenger system includes the following reporting functions:

- Weekly reports in Excel format that quantify total idling time per vehicle
- Daily reports in Excel format that quantify total idle minutes, total minutes driven, average speed driven, top speed driven, and total non use minutes
- Daily reports in Excel format that list all vehicles that left selected geofences
- Monthly reports in Excel format that display an audit trail of the system which outline all changes and identifies the user that initiated changes
- Ad-hoc reports that display a vehicle's route and stops, and duration of said stops
- Ad-hoc reports that display all vehicles that either stop at, or drive by a certain location
- Real time email alerts, based on operating parameters selected by the Town, for speeding, idling, geofencing, and odd hour movement
- Pre-defined detailed activity report and the ability to easily define new reports
- Ability to run reports by asset, department, mileage, idle, speed history, fuel efficiency, day-of-week, weekly, or monthly
- Ability to create documents, charts, graphs, and maps, stop detail reports, alert reports, after hour's reports, and capture data to recreate a vehicle's movement via a breadcrumb report

- Beginning and end of day reports, maximum speed reports, idle time reports, and geofence reports
- Alerts for out of area, restricted areas, after hours, speed, and idle. Notification will be via GUI alert, report generation, and/or email alert.
- Ability to output all data in Excel, Word, PDF formats

Security, Ownership, and Coverage

Data Storage:

Vehicle tracking data will be stored and backed up by VTS. Vehicle Tracking Solutions takes all proper measures to ensure backup and recovery capability. This GPS data will not be accessible to the public without written permission and consent from Jersey City Dept. of Public Works. Jersey City Dept. of Public Works will own the data but VTS maintains responsibility to store and manage one year's worth of GPS data. Jersey City Dept. of Public Works will have access to the last 13 months of data for reporting purposes.

Data Security:

Access to Silent Passenger will be strictly limited to designated authorized users. Each user shall receive a unique user ID; each account shall be password protected. Two levels of accounts exist- administrative and standard user. This partitioning of system functions allow the granting of access to functions based on user's assigned responsibilities. This includes granting access to entire fleet or only portions of the fleet, as determined by the system administrator.

Administrators will have control over flexible partitioning organization. These partitions include designation by department and vehicle type. Users shall only have rights to view and receive events on vehicles in their designated user group, as determined by the system administrator.

Each user logon and logoff is recorded in a historical event log. The recorded data includes the date and time that the logon/logoff was executed and the identification of the user.

Data Access:

Authorized personnel shall have access to Jersey City Dept. of Public Works information 24 hours a day and shall be able to access data remotely (via the Internet). Silent Passenger supports unlimited concurrent users.

Data Ownership:

Jersey City Dept. of Public Works retains sole ownership of all data that is acquired by the AVL, and a copy of this data will be provided in CSV format to Jersey City Dept. of Public Works upon request.

AVL Coverage and Location Data Reliability

The Global Positioning System (GPS) is a space-based global navigation satellite system (GNSS) that provides location and time information in all weather, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites. It is maintained by the United States government and is freely accessible by anyone with a GPS receiver.

The Enfora tracking device supplied by VTS uses the NMEA(binary) GPS protocol. The Enfora device has a 44 Channel GPS architecture with -144 dBm autonomous cold start acquisition, -157 dBm reacquisition, and -157.5 autonomous tracking. The GPS chip in the device has a Positional Accuracy(CEP50) Autonomous Positional Error of < 1.0 meter. Velocity Accuracy (30 m/s) of speed <0.05m/s, heading <0.2 deg.

The GPS receivers rely on a clear line of site to the sky, any metal obstructions can degrade the GPS signal. If the GPS receiver cannot acquire a good GPS Lock, an event is transmitted and displayed on Silent Passenger Reports.

AVLM Outages:

Silent Passenger will detect and manage extended outages of AVLM position data due to loss of navigation inputs on vehicles, communications failures, and other failure conditions that affect AVLM functions. All such outage conditions will be reflected in location data presented to Silent Passenger users, including the map and other displays and reports. System Administrators will have access to detailed information concerning the cause of all outages. Silent Passenger maintains and uses the last known good position for all affected vehicles when valid location reports are not available from those vehicles. Continued operation of Silent Passenger will not be adversely impacted regardless of the number of vehicles experiencing such outages.

System Scalability:

Silent Passenger is easily scalable over time to support additional vehicles and workstations, without replacing any initially installed components.

Silent Passenger supports adjustable parameters that enable users to configure certain system functions. These adjustments become effective immediately and do not require the user to restart the system. Additionally, administrators may change system-wide configurations for all users. These configuration changes do not require rebuilding of the system or the database.

Functional Expandability:

Silent Passenger is designed to permit the addition of new functional capabilities over its lifetime without significant replacement of existing components.

Equipment Specifications and Installation

AVL Equipment:

Permanently installed **Enfora GSM2358 GPRS/GPS based AVL** (automatic vehicle location) **hardware** in your department vehicles. Installation location is dependent upon vehicle make and model. Exact device locations can be reported for each fleet vehicle after installation. Installations are completed in a way that does not interfere with the operation of the vehicle. The Enfora units contain an internal antenna; however, certain vehicle makes and models require an external antenna which will be installed at no additional cost. The external antenna is external to the device, not the vehicle. Antenna will be installed behind the dash and will be out of site.

Mounting:

The most popular and secure way we have found to install the Enfora is to place the unit behind the factory radio. It does not interfere with reception or any safety restraint system in any way.

Vehicle Tracking Solutions does not typically solder its wire connections. A soldered installation would need to be discussed.

Power Cable Configuration, Optional Serial Port, Voice, Input and Output:

The Enfora needs to be connected to constant power, switch power and ground. All three items can be obtained from the radio harness located behind the factory radio. We use a 3 amp fuse on the constant power lead connection.

Connected to the Enfora unit is a combination GPRS/GPS. This antenna is also placed behind the radio toward the front windshield. The antenna placement varies depending on the make and model of the vehicle. In some instances, notably rack type trucks with windshield overhangs, require special antenna mounting options.

Upon request, VTS will provide your department with a formal installation document stating the exact location of each unit and antenna according to vehicle make upon receipt of a list by your department of the makes and models of each vehicle.

Estimated time for installation:

Typical installation time is 30 minutes per vehicle.

Upon installation of the Enfora hardware in each department vehicle, our Silent Passenger™ solution will be live. The Enfora hardware will automatically collect events such as engine on/off status, engine idling, vehicle location, speed, real-time speeding notifications based on posted speed limits, direction, stops (landmark and non-landmark), start/end of day, hours of operation and satellite time every 1 minute during standard usage and every 5 seconds when in "Rapid Update" mode or using "Locate Now."

All events collected by the Enfora hardware are automatically sent via the Cingular wireless GPRS data network to the Silent Passenger server where it is saved in the SQL database. All

users that are logged into Silent Passenger™ with the appropriate permissions will see that vehicle in real time.

The Enfora unit is made to withstand normal equipment usage for a lifespan of 5 years or more. It is water-resistant, shock-resistant, vibration-resistant and is able to operate in a range from 0 to 140 degrees Fahrenheit and 0% to 95% humidity.

If either the Enfora unit enters an area without GPRS cellular coverage or the Silent Passenger™ server is offline, the Enfora unit will store all events in its internal buffer until the vehicle travels into a cellular coverage area or the server is back online. Silent Passenger users will be alerted when a unit becomes inoperable.

Hardware Transferability:

In the event of hardware failure, software failure, or hardware transplant from one vehicle to another, the history of data from the original vehicle will be maintained. Silent Passenger is capable of incorporating new hardware into a vehicle that previously contained an AVL unit without changing the vehicle ID or starting a new database entry.

Training

Vehicle Tracking Solutions will provide the following at no additional cost:

- Onsite and/ or remote training at each of your locations for standard users which includes, but are not limited to: logging on, icon status, basic reporting and how to get help. Software training can be conducted immediately after hardware installation is completed.
- The initial training for system administrators which includes, but is not limited to: logging on, icon status, basic reporting, how to get help, how to create system users and mobile groups, how to assign permissions for users to see groups, how to label vehicles, create management reports, automatic e-mail based reports, automatic text alerts and on demand custom reports by accessing the SQL database directly.
- Ongoing training and technical support, when needed, for all users, free of charge. This includes access to a 24/7/365 help desk phone and online real-time remote diagnostic services.
- User guides, video tutorials, and implementation guides to help users integrate the Silent Passenger application into their daily operations.

Warranty and Support

VTS will warranty AVL/ GPS tracking units for life of the agreement. In the event of a total loss to the hardware due to tampering or physical damage, the replacement cost will not exceed the original hardware purchase price. Replacement cost due to tampering or physical damage will be \$99 per unit.

Pricing Schedule

Monthly Service Per Vehicle (VTS retains ownership of AVL equipment)	
# of Units 100	\$29.99 per month/ per unit- includes equipment, installation and service

*****Contract renewed annually**

*****Monthly pricing not subject to change for 5 years*****

After 5 years of consecutive active service, customer will own equipment and pay service only at \$19.99 per month per vehicle.

-Customer has option to renew annually for 5 years at 29.99 per month/ per vehicle

-Customer may suspend seasonal equipment for up to four months per calendar year at and just pay \$10.00 per month per vehicle for equipment during suspension period.

-If service is discontinued, Client will allow VTS to remove and take possession of equipment.

***The monthly service contract includes:** 1 minute updates, Silent Passenger access, iphone and Android mobile access apps, Radid Update feature and Locate Now services, monthly cellular data plan, data hosting fees, automatic lifetime software upgrades, unlimited Silent Passenger users, on-site and/or remote training and technical support, annual map upgrades and software upgrades, automatic e-mail reports, text alerts and 13 month historical data.

Silendra Baijnauth

From: Tony Chan [TChan@teletrac.com]
Sent: Tuesday, July 23, 2013 10:21 AM
To: Silendra Baijnauth
Cc: Peter Folgado; Hector Ortiz
Subject: Teletrac Service Agreement
Attachments: Agreement for Jersey City of New Jersey(1).pdf; Agreement for Jersey City of New Jersey(2).pdf; Copy of ACH or Credit Card 09-23-10.pdf

Danny, Peter and Hector,

It was a pleasure speaking with you. Here is some brief information.

The price that you were quoted today was \$35.00 per mo. per vehicle for tracking the vehicles only, based on a ^{12 months} 36mo. commitment. This price is all inclusive providing you with the equipment, airtime and services, reporting features, software, customer service & IT support and on going online training. All of the equipment is covered with a 100% lifetime warrantee. And the \$100 installation fee per vehicle will be waived due to quarterly billing.

For a one year service agreement

There is a upfront cost on equipment for \$225 per vehicle.

The price that you were quoted today was \$35.00 per mo. per vehicle for tracking the vehicles only, based on a 12mo. commitment. This price is all inclusive providing you with the equipment, airtime and services, reporting features, software, customer service & IT support and on going online training. All of the equipment is covered with a 100% lifetime warrantee. And the \$100 installation fee per vehicle will be waived due to quarterly billing.

If you have any competitors pricing or sales quotation please forward that to me so I can take that to the management team.

This pricing will end as of Aug 24, 2013. *In order to be in effect agreement must be entirely filled out and sent back before end of business day of expiration date.*

Thank you in advance for your time and consideration and I hope that I will have the chance to speak with you soon.

Best regards,

Tony Chan
Account Executive-Telesales
Teletrac®, Inc-
Direct : 714.890.7684
Toll Free- (800) 500-6009 ext (7684)
Fax- **888-831-2312**
Tchan@teletrac.com
www.teletrac.com
1-800-TELETRAC



AUTOMATE YOUR FLEET | GPS Asset Location | Diagnostics | Fuel Efficiency | Safety | Compliance | Scorecarding | Full-Power Business Intelligence

Connect for News and Updates:      



You are a **GPS tracking and fleet automation thought leader!**

Learn how to amplify yourself, your business and our industry: www.teletrac.com/LinkedIn-Guide

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7391 Lincoln Way
Garden Grove, CA 92841
Sales Office: 800-500-6009

Teletrac Subscriber Agreement

EMAIL: contract@teletrac.net
FAX: 888-831-2312
www.teletrac.net

Type of Order: Price Book: 2011 Cash Price Book w 1 Yr Subscription Billing Frequency: Quarterly Account #:

SUBSCRIBER INFORMATION

Order Date: 7/23/2013	P.O. Number:	Address: 575 route 440			
Bill to (Name on Invoice): Jersey City of New Jersey		City: jersey city	State: nj	ZIP: 07305	Country: US
Attention: Peter Folgado		Signer's Email Address: folgado@icni.org			
Accounts Payable Email Address:		Telephone: (201) 547-4405			

DATA, SOFTWARE AND ADDED VALUE OPTIONS

Monthly subscription billing and contract term shall commence at time of equipment installation or at 14 days from date of shipping. Subscription billing includes customer usage of equipment, location and data communication costs, usage of software and applicable support services. The first payment will be taken upon shipment of equipment.

Quantity	Part #	Description	Rate per Unit	Term of Contract (Months)	Extended Charge
95	2419	Fleet Director 9 - Standard Edition	\$ 30.00	12	\$ 2,850.00
95	380	Safety Analytics	\$ 5.00	12	\$ 475.00
Total Monthly Subscription Charge Before Tax					\$ 3,325.00

EQUIPMENT

Quantity	Part #	Description	Rate per Unit	Extended Charge
95	400	Standard In-vehicle unit for use in conjunction with Fleet Director Professional or 201	\$ 225.00	\$ 21,375.00
Total Equipment Purchase Charge Before Tax				\$ 21,375.00

INSTALLATION

Quantity	Part #	Description	Rate per Unit	Extended Charge
Total Installation Charge Before Tax				

SUMMARY

Installation Address (if multiple ship to locations apply, complete additional ship to schedule) Address:		Applicable Taxes to be calculated at time of invoicing.	
City:		Equipment & Services (0 Months)	\$ 21,375.00
State:		Payment Option Credit	\$ (9,500.00)
ZIP:		Installation Charge	\$ 9,500.00
Special Instructions: (ALL CUSTOM AND INTEGRATION WORK MUST BE SIGNED OFF BY TELETRAC MANAGEMENT) Include FD alerts, 1 min locales, This pricing will end as of Aug 24, 2013.		Setup Fee	\$ -
		Total Down Payment Due	\$ 21,375.00

IMPORTANT - READ BEFORE SIGNING

By signing below, the Customer agrees to purchase from Teletrac Inc the services detailed above on the terms detailed above all according to Teletrac's Standard Terms and Conditions available online at <http://www.teletrac.com/terms-of-service/> which cover important issues such as intellectual property rights, termination, Liability and title. This Subscription and Services agreement and the Standard Terms and Conditions form the contract between the parties which they intend to be bound by and are collectively referred to as the "Agreement". Hard copies of Teletrac's Standard Terms and Conditions are available and will be provided to the Customers upon specific request. Further, by signature below, the signatory represents that he/she (a) is an authorized representative of the Customer, (b) has the authority to legally and financially commit the Customer, (c) has had the opportunity to seek advice as to its legal rights from legal counsel, and (d) has read and understood or has had sufficient opportunity to read and understand all of the Agreement. This Agreement supersedes all previous and contemporaneous communications, representations or agreements, written or oral relating to Teletrac Inc services. Teletrac Inc's failure to object to any additional or different provisions proposed by Customer shall not constitute a waiver of any term or condition in this Agreement, nor constitute acceptance of any such Customer's terms and conditions.

Customer Name:	Title:	CAR:	Metro:
By (signature)	Date:	By: (signature)	Date:
Name: (print)		Rep Name: (print) Tony Chan	



7391 Lincoln Way
Garden Grove, CA 92841
Sales Office: 800-500-6009

Teletrac Subscriber Agreement

EMAIL: contract@teletrac.net
FAX: 888-831-2312
www.teletrac.net

Type of Order: Price Book: 2011 3 Year SaaS Contract Billing Frequency: Quarterly Account #:

SUBSCRIBER INFORMATION

Order Date: 7/23/2013	P.O. Number:	Address: 575 route 440
Bill to (Name on Invoice): Jersey City of New Jersey	City: jersey city	State: nj
Attention: Peter Folgado	ZIP: 07305	Country: US
Accounts Payable Email Address:	Signer's Email Address: folgado@icnj.org	Telephone: (201) 547-4405

DATA, SOFTWARE AND ADDED VALUE OPTIONS

Monthly subscription billing and contract term shall commence at time of equipment installation or at 14 days from date of shipping. Subscription billing includes customer usage of equipment, location and data communication costs, usage of software and applicable support services. The first payment will be taken upon shipment of equipment.

Quantity	Part #	Description	Rate per Unit	Term of Contract (Months)	Extended Charge
95	1309	Fleet Director 9 - Standard Edition with Standard In-Vehicle Unit	\$ 30.00	36	\$ 2,850.00
95	380	Safety Analytics	\$ 5.00	36	\$ 475.00
Total Monthly Subscription Charge Before Tax					\$ 3,325.00

EQUIPMENT

Quantity	Part #	Description	Rate per Unit	Extended Charge
				\$ -
Total Equipment Purchase Charge Before Tax				\$ -

INSTALLATION

Quantity	Part #	Description	Rate per Unit	Extended Charge
Total Installation Charge Before Tax				

SUMMARY

Installation Address (if multiple ship to locations apply, complete additional ship to schedule)		Applicable Taxes to be calculated at time of invoicing.	
Address:	City:	Equipment & Services (0 Months)	\$ -
	State:	Payment Option Credit	\$ (9,500.00)
	ZIP:	Installation Charge	\$ 9,500.00
Special Instructions: (ALL CUSTOM AND INTEGRATION WORK MUST BE SIGNED OFF BY TELETRAC MANAGEMENT) include detailed stop & mileage, 1 min reporting, FD alerts.		Setup Fee	\$ -
This pricing will end as of Aug 24, 2013. In order to be in effect agreement must be entirely filled out and sent back before end of business day of expiration date.		Total Down Payment Due	\$ -

IMPORTANT - READ BEFORE SIGNING

By signing below, the Customer agrees to purchase from Teletrac Inc the services detailed above on the terms detailed above all according to Teletrac's Standard Terms and Conditions available online at <http://www.teletrac.com/terms-of-service/> which cover important issues such as intellectual property rights, termination, Liability and title. This Subscription and Services agreement and the Standard Terms and Conditions form the contract between the parties which they intend to be bound by and are collectively referred to as the "Agreement". Hard copies of Teletrac's Standard Terms and Conditions are available and will be provided to the Customers upon specific request. Further, by signature below, the signatory represents that he/she (a) is an authorized representative of the Customer, (b) has the authority to legally and financially commit the Customer, (c) has had the opportunity to seek advice as to its legal rights from legal counsel, and (d) has read and understood or has had sufficient opportunity to read and understand all of the Agreement. This Agreement supersedes all previous and contemporaneous communications, representations or agreements, written or oral relating to Teletrac Inc services. Teletrac Inc's failure to object to any additional or different provisions proposed by Customer shall not constitute a waiver of any term or condition in this Agreement, nor constitute acceptance of any such Customer's terms and conditions.

Customer Name:	Title:	CAR:	Metro:
By (signature)	Date:	By: (signature)	Date:
Name: (print)	Rep Name: (print) Tony Chan		

Silendra Bajjnauth

From: Daniel McElaney [dmcelaney@sage-quest.com]
Sent: Tuesday, July 23, 2013 9:40 AM
To: Silendra Bajjnauth
Cc: Diego Llorca; Hector Ortiz
Subject: SageQuest - Follow up and Proposal
Attachments: Feature Slick- Driver Style.pdf; Brochure - STANDARD.pdf; Report Book.pdf

Mr. Peter Folgado, Purchasing Agent,

Here is the summary and proposal for the SageQuest GPS Tracking and Fleet Management solution and services.

- The pricing for 95 plus vehicles would be \$38.00 per unit per month as we discussed, Inclusive of Hardware, Software, Initial Installation, Service and Data Plan.
- Pricing will remain same for all additional units. Future deinstalls and reinstalls will be billed at \$100.00 per vehicle.
- The Driver Style Program would be included per vehicle including the two additional reports and additional alerting capabilities.
- The Agreement is for 36 months or as we talked about you may extend that out to 48 or 60 months without incurring any additional charges.
- Website refreshes every 30 seconds and vehicles update every 60-90 seconds.
- Includes comprehensive warranty on hardware for length of term.
- Includes all firmware and software upgrades for length of term.
- Includes all initial training, ongoing and reinforcement training.
- No upfront capital expenditure for Sagequest system.
- Includes mobile application on iPhone and Android.
- Includes all automated alerts and automated reports.
- Includes comprehensive Vehicle Maintenance program

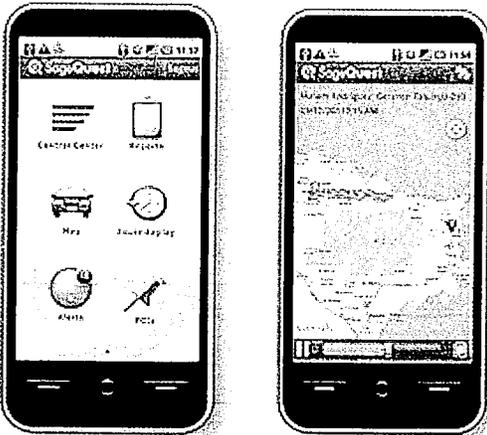
Mobile Apps



Run your team as smoothly from your Smartphone as you do from the office.

iPhone ANDROID

- Native applications
- Full Function:
 - Control Center
 - Reports
 - Find Nearest
 - Map
 - Replay
 - Alerts



- Includes Sagequest Fuel card and Fuel reports

SageQuest Fuel Card & Fuel Card Integrations



The SageQuest Fuel Card, underwritten by Mastercard, provides the tightest fuel controls available anywhere. We can also integrate with other providers to combine customer fuel purchases with vehicle location data to provide greater visibility into fuel usage and fuel efficiency.



- **Fuel Consumption Report**
Provides detailed view of fuel purchased, cost and MPG
- **Fuel Efficiency Report**
Shows MPG rating in the context of relevant driver behavior such as speeding and idling, EPA ratings and road class breakdown
- **Fuel Slippage Report**
Identifies instances where the vehicle was not present at purchase location when the purchase was made
- **Carbon Footprint Report**
Calculates carbon output based on either fuel consumed or mileage and fuel economy ratings for that vehicle; critical baseline data for companies with a Green Initiative

SageQuest - Mobile Workforce Effectiveness
19

- Includes posted speed alerts and reports

Speed Controls



RoadSpeed & Posted limits reduce risky driving behavior & keep your business safe. By incorporating posted speed limits with average speed conditions, it's easy to minimize speeding on the highway or in a residential neighborhood.



- **Encourage safety in residential areas**
See average driving speed and/or posted limits
- **Protect your reputation**
Limit risk by tracking the number of speeding incidents as well as the severity of violation
- **Reduce bad driving behavior**
Create a policy and resolve incidents with GPS data

SageQuest - Mobile Workforce Effectiveness
20

- System is Powered by Google maps which also includes live traffic, and street view

Google maps



Sampling of National accounts:

Used by

...because success matters to them.

Thanks again and I look forward to hearing from you soon.

Dan

--
Daniel McElaney
VP of Sales - East Region
Email: dmcelaney@sage-quest.com

Office: 888-837-7243x3574
Mobile: 610-413-3669
Fax: 866-902-9089



A FleetMatics Company

Mobile Workforce Effectiveness
31500 Bainbridge Road, Suite 1, Solon, OH 44139

Visit our new website: www.sage-quest.com

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Shine the Light on Aggressive Driving with SageQuest Driver Style



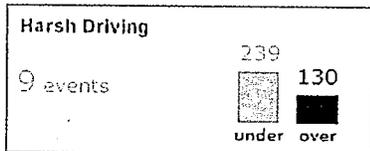
 **SageQuest**
Fleet-tracking, redefined.

Just because you can't see a problem doesn't mean it's not there. Your drivers put your company and their own safety on the line every time they slam the brakes, ram the gas, or fly around a corner. But you can't manage what you can't measure.

Driver Style from SageQuest allows you to measure and manage aggressive driving to reduce the risk of accidents, improve vehicle efficiency, and decrease potential impact on your company's reputation. By capturing hard braking, quick starts, and harsh cornering with sensors calibrated to the vehicle class, SageQuest gives you visibility into aggressive driving. You'll reduce the risk of accidents, improve vehicle efficiency, and decrease potential impact on your company's reputation.

- **Get visibility** into hard braking, quick starts, and harsh cornering for a full picture of safety.
- **Improve behavior** with real-time alerts and easy-to-see metrics that rank your best and worst drivers.
- **Know your safest drivers** by using the total safety score to compare and contrast drivers.
- **Manage safety over the long-term** with reports for drivers, teams, and divisions for any time frame.
- **Potentially lower insurance costs.** As part of an overall safety program, GPS data can potentially help reduce insurance premiums.

According to OSHA, on-the-job crashes cost an average of \$16,500 – and if injury results, it skyrockets to \$74,000. And even if you're lucky enough to avoid crashes, the US Department of Energy reports that aggressive driving can lower a vehicle's fuel economy up to 33%.



Harsh Driving: (Average per Day)

Sort by: Rank | a - z (click to reverse)

	Avg Events per Day	Days with Activity	Moderate Events	Severe Events
James Anderson 375th Starts: 1 Brakes: 5 Cornering: 3	9	3	7	2
Karen Hill 374th Starts: 0 Brakes: 8 Cornering: 0	8	3	6	2
David Harris 373rd Starts: 3 Brakes: 2 Cornering: 2	7	2	5	2

Driving Style Summary Report

Vehicle (Driver)	Distance Traveled (MI)	Hard Braking		Quick Starts		Harsh Cornering		Total	
		Moderate	Severe	Moderate	Severe	Moderate	Severe	Moderate	Severe
Vehicle 1	516.53	10	2	0	1	0	0	4	2
Vehicle 2	1454.55	12	1	23	0	1	8	0	0
Vehicle 3	443.27	6	3	3	0	10	1	0	0

Go beyond speeding and get the full picture of safety with Driver Style from SageQuest. Shine the light on aggressive driving and keep your business, drivers, and reputation safe – and even potentially lower your insurance costs.

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

City Clerk File No. Res. 13.540

Agenda No. 10.Y

Approved: JUL 31 2013

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR SUPPLY AND DELIVERY OF HEAVY DUTY EQUIPMENT PARTS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 12-584, approved on June 18, 2012, awarded a contract in the amount of \$218,945.88 to Northeast Auto to supply and deliver of heavy duty parts for the City of Jersey City (City), Department of Public Works / Division of Automotive Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for one additional one-year period with no price increases; and

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

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of **July 18, 2013 and ending on July 17, 2014**; and

WHEREAS, the total cost of the contract renewal is **\$218,945.88**; and

WHEREAS, funds in the amount of \$30,000.00 are available in **Automotive Maintenance Operating Account No. 13-01-201-26-315-210**.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Northeast Auto to supply and deliver heavy duty parts for the City of Jersey City (City), Department of Public Works / Division of Automotive Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of July 18, 2013, and the total cost of the contract shall not exceed **\$218,945.88**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year permanent budget, shall be subject to the availability and appropriation of sufficient funds in the subsequent calendar year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR SUPPLY AND DELIVERY OF HEAVY DUTY EQUIPMENT PARTS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Automotive Maintenance Operating Account No. 13-01-201-26-315-210 for payment of the above resolution.

Requisition # 0162751

Purchase Order # 110580

Temp.Encumbrancy \$30,000.00

MR/sb
July 22, 2013

APPROVED: [Signature] 7-23-13 APPROVED AS TO LEGAL FORM
Michael Razzoli, Director, Department of Public Works
APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rolando R. Lavarro, Jr., 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/cooperative agreement:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR SUPPLY AND DELIVERY OF HEAVY DUTY EQUIPMENT PARTS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE.

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

Michael Razzoli, Director of the Department of Public Works for the Division of Automotive Maintenance.

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

To provide supply and deliver heavy duty equipment.

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

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR SUPPLY AND DELIVERY OF HEAVY DUTY EQUIPMENT PARTS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE.

5. Anticipated benefits to the community:

To provide supply and deliver heavy duty equipment.

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 cost of this contract renewal is two hundred and eighteen thousand nine hundred and forty five dollars and eighty eight cents (\$218,945.88).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

July 17, 2014.

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

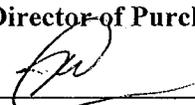
Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

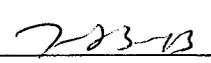
10. Additional comments:

Resolution proposed at the recommendation of the Director of Automotive Maintenance.

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

Peter Folgado, Director of Purchasing, RPPO, QPA Date:


Signature of Department Director


Date:

CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR SUPPLY AND DELIVERY OF HEAVY DUTY EQUIPMENT PARTS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE.**
3. The total funds requested for this contract renewal is \$218,945.88 with a temporary encumbrancy of \$30,000.00.
4. The funds are available in Automotive Maintenance Operating Account No. 01-201-26-315-210.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

7/23/13

Michael E. Razzoli
Director of Department of Public Works

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

City Clerk File No. RES. 12-584

Agenda No. 10.Z.40.

Approved: JUL 18 2012

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NORTHEAST AUTO & TRUCK PARTS FOR FURNISHING AND DELIVERING HEAVY DUTY EQUIPMENT PARTS OR APPROVED EQUAL TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

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 Heavy Equipment Parts or Approved Equal to the City of Jersey City for the Department of Public Works pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Two (2) Bids, the lowest responsible bid being that from Northeast Auto & Truck Parts, 976 Broadway, Bayonne, New Jersey 07002, in the total bid amount of Two Hundred Eighteen Thousand, Nine Hundred, Forty Five (\$218,945.88) Dollars and Eighty Eight cents; and

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

WHEREAS, the sum of Two Hundred Eighteen Thousand, Nine Hundred, Forty Five (\$218,945.88) Dollars and Eighty Eight cents, will be budgeted for the 2012, 2013, 2014 & 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 # 01-201-26-315-210

WHEREAS, sum of Fifteen Thousand Dollars (\$15,000.00) is available in the 2012 temporary and permanent budgets; and

Dept. of Public Works/Division of Automotive			
Acct. No.	P.O. #	Temp. Encumb.	Amount
01-201-26-315-210	107015		\$15,000.00
		Total Contract	\$218,945.88

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 contract is for (1) one year and the City has the option to extend the contract for one (1) additional one (1) year term; and

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

WHEREAS, if funds are not available for the contract in the 2012 thru 2014 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 Northeast Auto & Truck Parts 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)

City Clerk File No. RES. 12-584
Agenda No. 10.2.40. JUL 18 2012

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NORTHEAST AUTO & TRUCK PARTS FOR FURNISHING AND DELIVERING HEAVY DUTY EQUIPMENT PARTS OR APPROVED EQUAL TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

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. 01-201-26-315-210

Dept. of Public Works/Division of Automotive		P.O. #	Temp. Encumb.	Amount
Acct. No.			Total Contract	
01-201-26-315-210		107015		\$15,000.00
				\$218,945.88

Approved by Peter Folgado, Director of Purchasing, QPA

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				7/18/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			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.

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

Robert Byrne
Robert Byrne, City Clerk

SCHEDULE OF PRICES

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications: **Heavy Truck Parts** with the listed part number or approved equal from AWARDED DATE through 1 YEAR.

To the Municipal Council of Jersey City
 COUNCIL MEMBERS: will contract to
 according to plans and specifications for the same in the office of Purchasing for the following prices, viz.:

Prices to be quoted per Unit and Extended Amount

Item	Quantity	Make	Part Description	Part #	Unit Price	Extended Price
1.	12 ea.	Prestolight	200 AMP relay	672034	\$ 695.-	\$ 8340.00
2.	12 ea.	Meritor	Adjuster	17-3275G501	\$ 88.45	\$ 1061.40
3.	12 ea.	Meritor	Air solenoid	S4720002302ZZ	\$ 540.50	\$ 6486.00
4.	12 ea.	Meritor	cylinders	3295V5196	\$ 129.00	\$ 1548.00
5.	12 ea.	Rockwell	Arm assembly	R250094	\$ 125.00	\$ 1500.00
6.	12 ea.	Rockwell	Arm assembly	R250095	\$ 125.00	\$ 1500.00
7.	5 ea.	Torrington	Bearing	C110212	\$ 95.00	\$ 475.00
8.	5 ea.	Torrington	Bearing	C940212	\$ 60.00	\$ 300.00
9.	10 ea.	Morse	Cable assembly	52XTGCV	\$ 345.00	\$ 3450.00
10.	10 Sets.	Bendix	Brake Assy	808834	\$ 240.00	\$ 2400.00
11.	10 ea.	Bendix	Cast series brake with material	81323N	\$ 595.00	\$ 5950.00
12.	10 ea.	IHC	Cylinder (gauged & cut to size)	3636G-CXHD	\$ 159.60	\$ 1596.00
13.	10 Sets..	Bendix	Brake Assy	808835	\$ 625.00	\$ 6250.00
14.	10 ea.	Wabco	ECU valve	S4725000/OA	\$ 388.40	\$ 3884.00
15.	10ea.	Chelsea	PTO	220ZCAKX	\$ 760.80	\$ 7608.00
16.	5 ea.	Humphrey	Solenoid	S310	\$ 510.00	\$ 2550.00
17.	5 ea.	Donaldson	Air cleaner assembly	A102141	\$ 390.00	\$ 1950.00
18.	15 ea.	Seagrave	HD drums	3219M4797A	\$ 260.00	\$ 3900.00
19.	10 ea.	Meritor	Lining Kit	2001B158	\$ 1145.00	\$ 11450.00
20.	1 ea.	Parker	High flow pump	H49BT2AA17560	\$ 1152.00	\$ 1152.00
21.	1 ea.	Parker	High flow pump	H90CY2CA17560	\$ 1088.00	\$ 1088.00

22.	5 ea.	Prestolight	High output alternator	LCZLN2428	\$ 480.00	\$ 2400.00
23.	8 ea.	Detroit	Oil after cooler	49646633	\$ 410.00	\$ 3280.00
24.	10 ea.	Rockwell	Compressor	R955104583	\$ 2845.00	\$ 28450.00
25.	20 ea.	Federal	Sealing clamp	370069	\$ 28.50	\$ 570.00
26.	20 ea.	Federal	Sealing clamp	370120	\$ 28.50	\$ 570.00
27.	10 ea.	Allison	Shift cables	1170-15	\$ 412.40	\$ 4124.00
28.	10 ea.	Seagrave	Solenoid air / electric	S-4912	\$ 544.60	\$ 5446.00
29.	8 ea.	Meritor	Spider Assembly	A3-3211D6816	\$ 1205.90	\$ 9647.20
30.	12 ea.	Rockwell	Auto Slack	R802354	\$ 98.59	\$ 1183.08
31.	2 ea.	ABS	Steering cylinder new	RG7830	\$ 1205.10	\$ 2410.20
32.	2 ea.	ABS	Steering gear new	492SX	\$ 2285.60	\$ 4571.20
33.	10 ea.	Prestolight	Volt regulator	2122A	\$ 449.80	\$ 4498.00
34.	10 ea.	Wabco	Valve	54325110000	\$ 312.40	\$ 3124.00
35.	5 ea.	Parker	Valve	16FFH5C2164	\$ 315.10	\$ 1575.50
36.	5 ea.	Rockwell	Pump bearings	1292-CVR	\$ 310.40	\$ 1552.00
37.	5 ea.	Rockwell	Pump gears	22522-CVR	\$ 418.30	\$ 2091.50
38.	5 ea.	Bendix	Dryer assembly	802174	\$ 129.00	\$ 645.00
39.	5 ea.	WABCO	Air valves	416872	\$ 244.80	\$ 1224.00
40.	5 ea.	CCC	Pressure Valve	346-0231	\$ 296.50	\$ 1482.50
41.	8 ea.	Humphrey	Valve	H104E04	\$ 545.00	\$ 4360.00
42.	2 ea.	Donaldson	Stack assembly	962-423	\$ 860.00	\$ 1720.00
43.	5 ea.	WABCO	High output valve	625-27	\$ 476.10	\$ 2380.50
44.	6 ea.	Chelsea	Pump	270XAAJ	\$ 1340.00	\$ 8040.00
45.	10 ea.	WABCO	Line Filter	S432511000	\$ 179.40	\$ 1794.00
46.	3 ea.	Hoiselt	Air Compressor	3558044X	\$ 366.80	\$ 1100.40
47.	10 ea.	Eaton	Adjuster	8-2068	\$ 98.40	\$ 984.00
48.	10 ea.	Merit	Front Air Disc	3218w156	\$ 260.10	\$ 2601.00
49.	10 ea.	TRW	Left Rod	R230068	\$ 32.40	\$ 324.00
50.	10 ea.	TRW	Right Rod	R230069	\$ 34.10	\$ 341.00

51.	10 ea.	Meritor	Joint	CP280	\$ 31.50	\$ 315.00
52.	10 ea.	Meritor	Joint	CP281	\$ 40.10	\$ 401.00
53.	2 ea.	IHC	Condenser	ZGG707002	\$ 198.60	\$ 397.20
54.	8 ea.	Crane Carrier	Dray Link	076C-0027	\$ 490.00	\$ 3920.00
55.	10 ea.	Federal	Bearing	6420	\$ 45.40	\$ 454.00
56.	10 ea.	Federal	Race	47620	\$ 22.50	\$ 225.00
57.	10 ea.	Federal	Bearing	6464-A	\$ 108.40	\$ 1084.00
58.	6 ea.	Federal	Water Pump	FP1948	\$ 360.40	\$ 2162.40
59.	10 ea.	Gun	Drum	3197	\$ 198.00	\$ 1980.00
60.	10 ea.	Meritor	Kit	KSR3014515P	\$ 185.00	\$ 1850.00
61.	7 ea.	Meritor	A Spider	A3321106817	\$ 1145.00	\$ 8015.00
62.	10 ea.	Meritor	Bracket	A263299L6304	\$ 330.00	\$ 3300.00
63.	8 ea.	IHC	Power Head	504837C7	\$ 437.00	\$ 3496.00
64.	8 ea.	Spicer	Yoke	6-4-6391X	\$ 199.00	\$ 1592.00
65.	10 ea.	Baldwin	Filler	B7177	\$ 21.45	\$ 214.50
66.	10 ea.	Gate	Hose	27096	\$ 95.80	\$ 958.00
67.	10 ea.	Merit	Joint	CO407	\$ 62.95	\$ 629.50
68.	20 ea.	Security	Tire chain set	G2245 Cam	\$ 68.90	\$ 1378.00
69.	10 ea.	Seagrave	Heated drain	284479N	\$ 78.45	\$ 784.50
70.	5 ea.	Meritor	Drier with purge	955205	\$ 108.40	\$ 542.00
71.	8 ea.	Meritor	Brake Drum fire app	8512357002	\$ 185.00	\$ 1480.00
72.	8 ea.	Meritor	Brake caliper kit RH	15006RH	\$ 265.80	\$ 2126.40
73.	8 ea.	Meritor	Brake caliper kit LH	15007LH	\$ 265.80	\$ 2126.40
74.	20 ea.	Security	Tire Chain spreader	20073	\$ 29.95	\$ 599.00
75.	20 ea.	Security	Tire Chain set	747	\$ 74.80	\$ 1496.00
76.	5 ea.	Haldex	Ratio Valve	28032	\$ 98.50	\$ 492.50
TOTAL BID AMOUNT					\$ 218,945.88	

Two hundred and Eighteen thousand, nine hundred and eighty four dollars and eighty eight cents.

TOTAL BID AMOUNT IN WRITTEN WORDS

forty four dollars and eighty eight cents.

All quotations must be typewritten or written in ink. Pencil quotations will automatically render the bid informal. This bid must be accompanied by a bond or certified check for ten (10%) percent of the total amount of the bid. Bond must be from some a surety company authorized to do business in the State of New Jersey.

COMPANY NAME: NORTH EAST AUTO CARE	NAME: Sew Per-sten Landolt
ADDRESS: 976 Broadway BAYONNE NJ 07002	ADDRESS: 175 W. 5TH STREET BAYONNE NJ 07002
DATE: 05/21/12	PHONE: 201-823-2128

Note to Bidders

1. The City will award this contract as an open-end contract. For all items specified the minimum quantity the City shall be obligated to order is zero (0).
2. The City reserves the right to increase the anticipated quantities listed in the Schedule of Prices by fifty (50%) percent for each item, as may be necessary.
3. The extended price shall be the unit price multiplied by the quantity for each item. Please note the specific quantities per case, if any, listed for each item. For bidding purposes no deviation from these quantities will be permitted.
4. The total bid amount shall be the summation of the extended prices.
5. The total bid amount will be used to determine the lowest responsible bidder.
6. The contract shall be valid for one (1) year from the date of award of contract.
7. The City reserves the right to renew the contract for a second year at the City's discretion.
8. If the City exercises its right to renew the contract, no price increases will be permitted.

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

Part I – Vendor Affirmation

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

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
LEILA KAWAT 100%	125 W. 5TH STREET BRIDGEWOOD, NJ 07802

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: NORTH EAST AUTO & TIRE PARTS, LLC

Signed: [Signature] Title: VP

Print Name: SEW PERSAD KAWAT Date: 07/22/13

Subscribed and sworn before me this 22 day of JULY, 2013

My Commission expires: [Signature]

[Signature] (Affiant)
 (Print name & title of affiant) (Corporate Seal)

JENNIFER MALIA
 Commission # 2398401
 Notary Public, State of New Jersey
 My Commission Expires
 May 11, 2015

**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 NORTHEAST AUTO & TRUCK PARTS LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: NORTHEAST AUTO & TRUCK PARTS LLC

Signed: [Signature] Title: VP

Print Name: SEW PERSAUD RAMOAT Date: 07/22/2013

Subscribed and sworn before me
this 22 day of JULY, 2013.
My Commission expires: [Signature]

[Signature]
(Affiant)
SEW PERSAUD RAMOAT VP
(Print name & title of affiant) (Corporate Seal)

JENNIFER MALIA
Commission # 2396401
Notary Public, State of New Jersey
My Commission Expires
May 11, 2015

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

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

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

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Southern Auto & Truck VP.

Representative's Signature: [Signature]

Name of Company: NORTH EAST AUTO & TRUCK

Tel. No.: 201-823-2128 Date: 07/22/13

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

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

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

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

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

Representative's Name/Title Print: Saul P. [Signature]
Representative's Signature: [Signature]
Name of Company: North 2987 West Spruce Falls LLC
Tel. No.: 201-823-2128 Date: 07/27/13

**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 : NORTH EAST AUTO & TIRE PARTS LLC
Address : 976 BROADWAY BAYONNE NJ 07002
Telephone No. : 201-823-2128
Contact Name : SEOPERSAID KANJAT (MICE)

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: NORTHEAST Aero & PLUMBING LLC
Address: 976 BROADWAY BRIDGEWATER, NJ 07002
Telephone No.: 201-823-2128
Contact Name: SEW PERSAED LAUDAT (MYNCE)

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.

11/29/11

Taxpayer Identification# 273-708-197/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 262
TRENTON, N.J. 08646-0262

TAXPAYER NAME:

NORTHEAST AUTO & TRUCK PARTS LIMITED LIA

TRADE NAME:

ADDRESS:

976 BROADWAY
BAYONNE NJ 07002-1124

EFFECTIVE DATE:

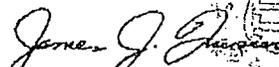
10/21/10

SEQUENCE NUMBER:

1596066

ISSUANCE DATE:

11/29/11



Director
New Jersey Division of Revenue

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

City Clerk File No. Res. 13.541

Agenda No. 10.Z

Approved: JUL 31 2013

TITLE:



RESOLUTION AMENDING A CONTRACT WITH AMBER AIR FOR HVAC AND BOILER MAINTENANCE FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

WHEREAS, Resolution No. 12-785, approved on October 24, 2012, awarded a contract to Amber Air to provide HVAC and boiler maintenance for various public buildings; and

WHEREAS, the term of the contract is from October 24, 2012 to October 23, 2013; and

WHEREAS, the contract amount is \$138,932.00; and

WHEREAS, the entire amount of \$138,932.00 has been expended as of July 15, 2013 because of the excessive heat waves that have occurred where various units had to be replaced and in addition, there was an increase in the number of repairs and service calls for HVAC systems citywide ; and

WHEREAS, the City of Jersey City (City) needs to increase the contract amount with Amber Air by an additional \$70,000.00 because the City needs additional HVAC and boiler maintenance services for the City's buildings; and

WHEREAS, funds in the amount of \$30,000.00 are available in Account No. 13-01-201-26-291-310; and

WHEREAS, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

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

1. The above recitals are incorporated herein by reference;
2. A change order in the amount of \$70,000.00 increasing the total contract amount with Amber Air from \$138,932.00 to \$209,037.60 is hereby approved; and
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

(Continued on page 2)

TITLE:

RESOLUTION AMENDING A CONTRACT WITH AMBER AIR FOR HVAC AND BOILER MAINTENANCE FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

I, Donna Mauer Donna Mauer, Chief Financial Officer of the City of Jersey City, certify that funds in the amount of \$30,000.00 are available in Account No. 13-01-201-26-291-310.

Purchase Order # 108780

Requisition # 0160766

MR/sb
July 22, 2013

APPROVED: [Signature] APPROVED AS TO LEGAL FORM
 Michael Razzoli, Director, Department of Public Works

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Robando R. Lavarro, Jr., 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/cooperative agreement:

RESOLUTION AMENDING A CONTRACT WITH AMBER AIR FOR HVAC AND BOILER MAINTENANCE FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE .

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

Michael Razzoli, Director of the Department of Public Works for the Division of Buildings and Street Maintenance.

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

To provide HVAC and boiler maintenance.

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

RESOLUTION AMENDING A CONTRACT WITH AMBER AIR FOR HVAC AND BOILER MAINTENANCE FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE .

5. Anticipated benefits to the community:

To provide HVAC and boiler maintenance.

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 cost of this amending contract is seventy thousand dollars and zero cents (\$70,000.00).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

October 23, 2013.

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

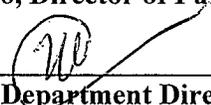
John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

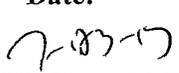
10. Additional comments:

Resolution proposed at the recommendation of the Director of Buildings and Street Maintenance.

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

Peter Folgado, Director of Purchasing, RPPO, QPA Date:


Signature of Department Director


Date:

CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AMENDING A CONTRACT WITH AMBER AIR FOR HVAC AND BOILER MAINTENANCE FOR VARIOUS PUBLIC BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**
3. The total funds requested for this amending contract is \$70,000.00 with a temporary encumbrancy of \$30,000.00.
4. The funds are available in **Buildings and Streets Maintenance Operating Account No. 01-201-26-291-310.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

7/23/13



Michael E. Razzoli
Director of Department of Public Works



CITY OF JERSEY CITY

DIVISION OF PURCHASING

1 JOURNAL SQUARE PLAZA, JERSEY CITY, NJ 07306

TEL. NO. (201) 547-5155 FAX. NO. (201) 547-6585

07/22/13

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO.

FROM: John McCreath Dir.

PURCHASE ORDER NO. 108780

APPROVED: [Signature]

REQUISITION NO. R 0160766

ORIGINAL AMOUNT \$ 138,932.00

DEPT./DIV. DPW BUILDINGS-STREETS

BUD.YR: 13 FUND: 01 G/L NO: 201

DATE: 07/22/13

CAFR: 26 SUB LDGR: 291 OBJ: 310

VENDOR NAME: AMBER AIR

VENDOR NO: AM018900

PLEASE CHANGE CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

AMOUNT IS WRONG \$ 118,180.43 INCREASE BY \$ 30,000.00

IT SHOULD BE \$ 148,180.43 DECREASE BY \$ _____

BUD.YR. _____ FUND: _____ G/L NO. _____ IS WRONG

IT SHOULD BE BUD.YR. _____ FUND: _____ G/L NO. _____

CAFR: _____ SUB LDGR: _____ OBJ: _____ IS WRONG

IT SHOULD BE CAFR: _____ SUB LDGR: _____ OBJ: _____

VENDOR NUMBER IS WRONG:

IT SHOULD BE _____

LGFS BATCH NO:

VENDOR NAME IS WRONG:

IT SHOULD BE _____

VENDOR ADDRESS IS WRONG:

IT SHOULD BE _____

SHIPPING CHARGE IS WRONG: \$ _____ IT SHOULD BE: \$ _____

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

This is an amending Resolution requesting additional funding in the amount of \$70,000.00 with a temporary encumbrance of \$30,000.00 to last through 10/23/13.

BUYER'S REMARKS: _____

PETER FOLGADO
PURCHASING DIRECTOR

COPY	A - FOR 6TH COPY OF P.O.	B - FOR ACCTS.&CONTROL	C - BATCH COPY
	D - FOR PURCHASING FILE	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY

Silendra Baijnauth

From: Raymond Reddington
Sent: Monday, July 22, 2013 2:07 PM
To: Silendra Baijnauth
Subject: RE: Amending reso

Looks okay.

From: Silendra Baijnauth
Sent: Monday, July 22, 2013 11:09 AM
To: Raymond Reddington
Subject: RE: Amending reso

Mr. Reddington,
Please see attached for revised resolution.

Thanks

From: Raymond Reddington
Sent: Friday, July 19, 2013 2:04 PM
To: Silendra Baijnauth
Subject: RE: Amending reso

Please see attached copy of draft no. 1 of resolution for changes.

From: Silendra Baijnauth
Sent: Wednesday, July 17, 2013 10:43 AM
To: Raymond Reddington
Subject: Amending reso

Mr. Reddington,
How are you?
Please see attached amending resolution and kindly advise.

Thanks

*Silendra Baijnauth
Fiscal Officer
City of Jersey City / Department of Public Works
575 Route 440
Jersey City, NJ 07305*

Baijnauths@jcnj.org

*201-547-4405 (Work)
201-547-5264 (Fax)*

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

City Clerk File No. Res. 12-785

Agenda No. 10.Z.1

Approved: OCT 24 2012

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMBER AIR INC., FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC BUILDINGS, PROJECT NO. 2012-033 FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF BUILDING AND STREET MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for providing HVAC & Boiler Maintenance Contract for Various Buildings for the Department of Public Works/Div. Building and Street Maintenance pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Two (2) Bids, the lowest responsible bid being that from Amber Air Inc., 702 Rahway Avenue, Union New Jersey 07083 in the total bid amount of One Hundred Thirty Eight Thousand, Nine Hundred Thirty Two (\$138,932.00) Dollars; and

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

WHEREAS, the temporary sum of Nine Thousand (\$9,000.00) Dollars is available in the 2012 permanent budget Account No. 01-201-26-291-310; and

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

Department of Public Works/Div of Building and Street Maintenance

Acct #	P.O #		Amount
01-201-26-291-310	108035	Temp. Encumb.	\$9,000.00
		Total Contract	\$138,932.00

WHEREAS, the contract shall be for one (1) year and the City shall have the option to renew the contract for up to two (2) additional one (1) year terms; and

WHEREAS, the remaining contract funds will be made available in the 2012 thru 2015 temporary and permanent budgets; and

WHEREAS, this award of contract is contingent upon sufficient funding being appropriated in the 2012 permanent budget and in the subsequent 2013, 2014 and 2015 fiscal year 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 quotation of the aforementioned Amber Air Inc., be accepted and that a contract be awarded to said Company in the above amount and the City Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

Agenda No.

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMBER AIR INC., FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC BUILDINGS, PROJECT NO. 2012-033 FOR 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 met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account shown below

Department of Public Works/Div of Building and Street Maintenance

Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-291-310	108035		\$9,000.00
		Total Contract	\$138,932.00

Approved by

Peter Folgado, Director, Purchasing, RPPO, QPA

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											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			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.

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 AMBER AIR INC FOR HVAC AND BOILER MAINTENANCE CONTRACTS FOR VARIOUS PUBLIC BUILDINGS, PROJECT NO. 2012-033 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:

Ten (10)

DATE BIDS WERE PUBLICLY RECEIVED:

September 18, 2012

NUMBERS OF BIDS RECEIVED:

Two (2)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

HVAC & Boiler Maintenance contract for various buildings 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) Amber Air Inc 702 Rahway Avenue Union, NJ 07083	\$138,932.00
2) Inline Air Conditioning 85 East 21 st Street Bayonne, NJ 07002	\$155,457.00

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

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

Date

10/16/12

Peter Folgado, Director of Purchasing, RPPO, QPA

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in

accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

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

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a

copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

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

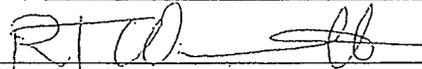
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): RT WARNETT GM

Representative's Signature: 

Name of Company: AMBER AIR INC

Tel. No.: 908-686-2646 Date: 10/1/12

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

The contractor and the City of Ramsey (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: RT W. Warratt, GM
Representative's Signature: [Signature]
Name of Company: Amber Air Inc
Tel. No.: 908-686-2446 Date: 10-1-12

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 :

Amber Air Inc

Address :

702 Rahway Ave Union NJ 07083

Telephone No. :

908-685-2646

Contact Name :

Paul Connell

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.

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

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

Project: HVAC MAINT # 2012-033

Contractor: AMBER AIR INC Bid Amt. \$ 138932

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
N/A				
MAINT	CONTRACT			

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

CONTINUED ON NEXT PAGE

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

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

Project: HVAC MAINT # 2012-033
 Contractor: AMBER AIR INC Bid Amt. \$ 138932

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

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

CONTINUED ON NEXT PAGE

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 :

Amber Air Inc

Address :

702 Railway Ave Union NJ 07083

Telephone No. :

908-686-2146

Contact Name :

Paul Connell

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.

MWBS page 2 - Project HVAC MAINT 2012-833

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					
N/A					
HVAC MAINT CONTRACT					

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

Try to use whenever possible

Name of Contractor

by: Signature RTW

Type or print name/title: RT WARNETT

Tel: No. 908-186-2646 Date: 10/1/12

For City use:

Acceptable M/W business participation levels for this project:

by _____ Date: _____

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
N/A					
HVAC MAINT CONTRACT					

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

Try to Use Whenever Possible

Name of Contractor

by: Signature RTW

Type or print-name/title: R. W. Barnett

Tel: No. 908-686-2696 Date: 10/1/12

For City use:

Acceptable M/W business participation levels for this project: _____

by _____ Date: _____

Certificate Number
607008

Registration Date: 06/07/2012
Expiration Date: 06/06/2014



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:

Responsible Representative(s):
Paul Connell, Vice-President
Richard Warnett, General Manager

Responsible Representative(s):

Amber Air, Inc. 2012

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AMBER AIR, INC.
Trade Name:
Address: 702 RAHWAY AVE
UNION, NJ 07083-6634
Certificate Number: 0617859
Date of Issuance: November 01, 2005

For Office Use Only:
20051101181035671

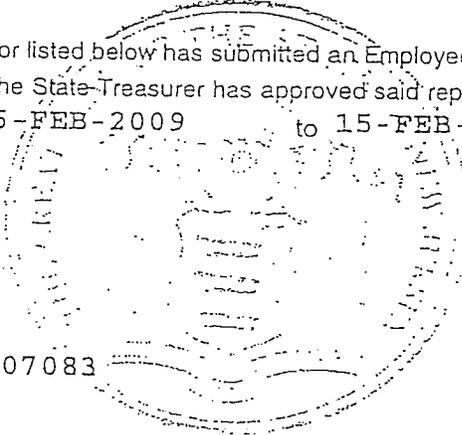
Certification 6619

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-FEB-2009 to 15-FEB-2016

AMBER AIR, INC.
702 RAHWAY AVENUE
UNION

NJ 07083



A handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to be the name of the State Treasurer.

State Treasurer

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

City Clerk File No. Res. 13.542

Agenda No. 10.Z.1

Approved: JUL 3 1 2013

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 374-376 HALLADAY STREET A/K/A BLOCK 17403, LOT 18 F/K/A BLOCK 2076, LOT 51

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Alberto Trubbo, the owner of 374-376 Halladay Street, also known as Block 17403, Lot 18, f/k/a Block 2076, Lot 51 participated in the City of Jersey City's ("City") First Time Homebuyer Program; and

WHEREAS, the owner received a \$58,000 loan from the City on June 25, 1992 for the purpose of financing the purchase of a two-family residential unit; and

WHEREAS, the City's loan self-amortizes provided that the homeowners reside in the property and does not sell the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

WHEREAS, in addition, the City is entitled to a recapture amount at the first non-exempt sale of the property after the restrictions have ended; and

WHEREAS, the twenty (20) year restrictive period has expired and the owner has advised the City's Division of Community Development (Division) of his desire to sell the property; and

WHEREAS, on March 26, 2013, the Division requested payment from the owner of \$33,211.35 representing the recapture amount owed to the City in order to discharge the City's mortgage; and

WHEREAS, according to the Division, the owner has paid the recapture amount of \$33,211.35 and therefore, the City's mortgage can be discharged.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Alberto Trubbo dated June 25, 1992 in the amount of \$58,000 affecting 374-376 Halladay Street, Jersey City, also known as Lot 18 in Block 17403 formerly known as Lot 51 in Block 2076.

IW/he
07/12/13

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	ABSENT			COLEMAN	✓			WATTERMAN	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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: July 25, 2013

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. 13.543

Agenda No. 10.Z.2

Approved: JUL 31 2013

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 11.5 RUTGERS AVENUE, UNIT #3 A/K/A BLOCK 27103, LOT 36, C0003 F/K/A BLOCK 1359.5, LOT 30A.3

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on March 4, 2002, Collins Caesar (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of \$15,000 made under the First Time Homebuyer's Program; and

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

WHEREAS, the mortgage affects property known as 11.5 Rutgers Avenue, Jersey City, also known as Block 27103, Lot 36, C0003 f/k/a Block 1359.5, Lot 30A.3; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Collins Caesar dated March 4, 2002, in the sum of \$15,000 affecting 11.5 Rutgers Avenue, also known as Block 27103, Lot 36, C0003 f/k/a Block 1359.5, Lot 30A.3.

IW/he
7/16/13

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	ABSENT			COLEMAN	✓			WATTERMAN	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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: July 16, 2013

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. 13.544
 Agenda No. 10.Z.3
 Approved: JUL 31 2013
 TITLE:



RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF HUDSON FOR THE IMPLEMENTATION OF THE 2013 EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM

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

WHEREAS, the City of Jersey City is desirous of accepting grant funds from the Edward Byrne Justice Assistance Program to continue Quality of Life uniform patrols; and

WHEREAS, the Jersey City Police Department has determined that the 2013 Justice Assistance Award of \$184,397.00 will be utilized for the continuation of foot and vehicular patrol units to address quality of life complaints from residents in selected hot spot areas throughout Jersey City; and

WHEREAS; the Jersey City Police Department in partnership with the Hudson County Prosecutor's Office, Bayonne, Hoboken City, Union City, West New York, and North Bergen has submitted one joint application for the 2013 Edward Justice Assistance grant; and

WHEREAS, the municipalities identified herein have agreed to become a part of the Edward Byrne Justice Assistance Grant application to meet the particular public safety needs of their community; and

WHEREAS, the Edward Byrne Justice Assistance Grant Program requires the participating municipalities to enter into an intergovernmental agreement with the County of Hudson;

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor and/or Business Administrator is hereby authorized to execute an intergovernmental agreement between the County of Hudson for the 2013 Edward Byrne Justice Assistance grant program application.

APPROVED: _____
 APPROVED: _____
 Business Administrator
 Corporation Counsel
 Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

ORDINANCE/RESOLUTION FACT SHEET

Date Submitted to BA. _____

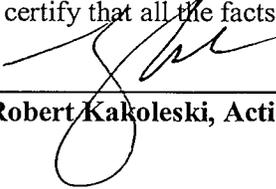
This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets shall be returned with the resolution or ordinance. The department, division or agency responsible for the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

Full Title of Ordinance/Resolution/Cooperation Agreement:

RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF HUDSON FOR THE IMPLEMENTATION OF THE 2013 EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM

1. **Names 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**
Intergovernmental Agreement between the City of Jersey City and the County of Hudson to accept the 2013 Edward Byrne Justice Assistance Award Grant.
3. **Reasons (Need) for the Proposed Program, Project etc:**
To continue and extend community-based policing program to improve quality of life in various neighborhoods throughout Jersey City.
4. **Anticipated Benefits to the Community:**
Assigned patrols will significantly help to deter disorderly conduct reduce criminal activity.
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.):**
\$184,397.00; with No matching requirement.
6. **Date Proposed Program or Project will Commence:**
October 01, 2012
7. **Anticipated Completion:**
September 30, 2016
8. **Person Responsible for Coordinating Proposed Program/Project:**
Robert Kakoleski, Acting Police Director

I certify that all the facts presented herein are accurate.



Robert Kakoleski, Acting Police Director

7/17/13

DATE

GMS APPLICATION NUMBER 2013-H5613-NJ-DJ

CONTRACT NO. _____

THE STATE OF NEW JERSEY

KNOW ALL BY THESE PRESENT

COUNTY OF HUDSON

INTERLOCAL AGREEMENT

BETWEEN THE MUNICIPALITY OF JERSEY CITY, NJ AND COUNTY OF HUDSON, NEW JERSEY

2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2013 by and between the COUNTY of Hudson acting by and through its governing body, hereinafter referred to as COUNTY, and the Municipality of Jersey City, acting by and through its governing body, hereinafter referred to as Municipality, both of Hudson County, State of New Jersey witnesseth:

WHEREAS, this Agreement is made under the authority of New Jersey Law cited as NJSA 40:8A:-1 et seq. and commonly known as the Interlocal Services Act; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Municipality agrees to provide COUNTY \$ 0.00 from the JAG award for the 2013 Program; and

WHEREAS, the Municipality and COUNTY believe it to be in their best interest to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and Municipality agrees as follows:

Section 1.

Municipality agrees to pay COUNTY a total of \$ 0.00 of JAG funds.

Section 2.

COUNTY agrees to use \$184,397.00 for the JAG Program until September 30, 2016.

GMS APPLICATION NUMBER 2013-H5613-NJ-DJ

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against Municipality other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services of the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

MUNICIPALITY OF Jersey City, NJ

COUNTY OF HUDSON, NEW JERSEY

Mayor - Jersey City

County Executive – Thomas A. DeGise

ATTEST:

ATTEST:

Municipal Clerk

Clerk, Board of Chosen Freeholders

Municipal Attorney

Donato J. Battista, County Counsel

By law, Government attorneys may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own attorney(s).

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

City Clerk File No. Res. 13.545

Agenda No. 10.Z.4

Approved: JUL 31 2013

TITLE:



RESOLUTION AUTHORIZING THE MAYOR EXECUTION OF A RELEASE IN SETTLEMENT OF A CLAIM AGAINST HUDSON COUNTY FOR FUNDING OWED BY THE COUNTY IN FISCAL YEAR 2010 FOR SERVICES PROVIDED BY THE JERSEY CITY OFFICE OF SENIOR AFFAIRS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

Whereas, Jersey City Code Section 3-116 provide that the Corporation Counsel may, with the consent of the Council, settle and adjust any legal matter to which the City is a party; and

Whereas, a dispute arose between the City of Jersey City and the County of Hudson over the funding to be provided by the county for services provided by the Jersey City Office of Senior Services in fiscal year 2010; and

Whereas, the Directors of the Jersey City Department of Health and Human Services and the County Office of Aging have reviewed the submissions by the City in support of its claim for fiscal year 2010; and

Whereas, the Director of the Department of Health and Human Services has recommended that the City accept the sum \$629,556 in full payment of the City's claim for fiscal year 2010; and

Whereas, the county through its counsel has requested that the City execute a release in exchange for payment agreed to; and

Whereas, the Corporation Counsel has approved the terms of release and recommends its execution;

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Corporation Counsel be authorized to execute a release on such terms as he has approved in exchange for payment of \$629,556 from the County of Hudson for services provided by the Jersey City Office of Senior Affairs to residents of the county.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	ABSENT			COLEMAN	✓			WATTERMAN	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.546

Agenda No. 10.Z.5

Approved: JUL 31 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE REPAIR OF THE EXISTING PUBLIC HOUSING DEVELOPMENT, KNOWN AS BOOKER T. WASHINGTON APARTMENTS WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

WHEREAS, Garden State Choice Housing Corporation, a not-for-profit instrumentality of the Housing Authority of the City of Jersey City, (hereinafter referred to as the "Sponsor") proposes to repair Booker T. Washington Apartments, an existing 319-unit family public housing development which sustained damaged as a consequence of Super Storm Sandy (hereinafter referred to as the "project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as Lot 1, Block 13601 as shown on the Official Assessment Map of the City of Jersey City, Hudson County and commonly known as 50-98 Fremont Street, Jersey City, New Jersey; and

WHEREAS, the Project which is fully occupied, contains 319 public housing units affordable to family households up to 80% of the Hudson County median income level adjusted for household size; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency") related to an anticipated award of Community Development Grant Block – Disaster Relief funds; and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE REPAIR OF THE EXISTING PUBLIC HOUSING DEVELOPMENT, KNOWN AS BOOKER T. WASHINGTON APARTMENTS WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Jersey City (the "Council") that:

- (1) The Council finds and determines that the preservation of the existing 319-unit family public housing rental development, Booker T. Washington Apartments, proposed by the Sponsor meets an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the repair of the Project.

APPROVED: [Signature] ^{7/28/13} APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Business Administrator Corporation Counsel
 Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.547

Agenda No. 10.Z.6

Approved: JUL 31 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE REPAIR OF THE EXISTING PUBLIC HOUSING DEVELOPMENT, KNOWN AS MARION GARDENS WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

WHEREAS, Garden State Choice Housing Corporation, a not-for-profit instrumentality of the Housing Authority of the City of Jersey City, (hereinafter referred to as the "Sponsor") proposes to repair Marion Gardens, an existing 234-unit family public housing development which sustained damaged as a consequence of Super Storm Sandy (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as Lot 2, Block 11703 as shown on the Official Assessment Map of the City of Jersey City, Hudson County and commonly known as 9-85 Dales Avenue, Jersey City, New Jersey; and

WHEREAS, the Project which is fully occupied, contains 234 public housing units affordable to family households up to 80% of the Hudson County median income level adjusted for household size; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency") related to an anticipated award of Community Development Grant Block – Disaster Relief funds; and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE REPAIR OF THE EXISTING PUBLIC HOUSING DEVELOPMENT, KNOWN AS MARION GARDENS WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Jersey City (the "Council") that:

- (1) The Council finds and determines that the preservation of the existing 234-unit family public housing rental development, Marion Gardens, proposed by the Sponsor meets an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the repair of the Project.

APPROVED: _____

APPROVED: _____

Business Administrator

07/31/13

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.548

Agenda No. 10.Z.7

Approved: JUL 31 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE REPAIR OF THE EXISTING PUBLIC HOUSING DEVELOPMENT, KNOWN AS BERRY GARDENS WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

WHEREAS, Garden State Choice Housing Corporation, a not-for-profit instrumentality of the Housing Authority of the City of Jersey City, (hereinafter referred to as the "Sponsor") proposes to repair Berry Gardens, an existing 368-unit senior citizen public housing development which sustained damaged as a consequence of Super Storm Sandy (hereinafter referred to as the "project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as Lots 2 and 22, Block 28801, and Lot 10, Block 28702 as shown on the Official Assessment Map of the City of Jersey City, Hudson County and commonly known as 72-92 Danforth Avenue and 199 Ocean Avenue, Jersey City, New Jersey; and

WHEREAS, the Project which is fully occupied, contains 368 public housing units affordable to senior households up to 80% of the Hudson County median income level adjusted for household size; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency") related to an anticipated award of Community Development Grant Block – Disaster Relief funds; and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

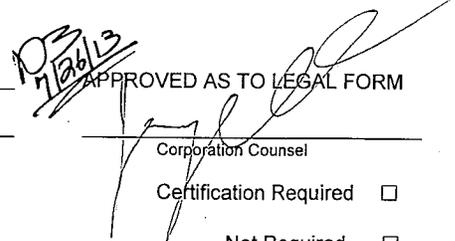
TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE REPAIR OF THE EXISTING PUBLIC HOUSING DEVELOPMENT, KNOWN AS BERRY GARDENS WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Jersey City (the "Council") that:

- (1) The Council finds and determines that the preservation of the existing 368-unit senior citizen public housing rental development, Berry Gardens, proposed by the Sponsor meets an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the repair of the Project.

APPROVED:  Business Administrator

APPROVED AS TO LEGAL FORM:  Corporation Counsel

Certification Required

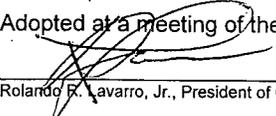
Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											7.31.13
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City

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

 _____
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.549

Agenda No. 10.Z.8

Approved: JUL 31 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE REPAIR OF THE EXISTING PUBLIC HOUSING DEVELOPMENT, KNOWN AS THOMAS J. STEWART APARTMENTS WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

WHEREAS, Garden State Choice Housing Corporation, a not-for-profit instrumentality of the Housing Authority of the City of Jersey City, (hereinafter referred to as the "Sponsor") proposes to repair Thomas J. Stewart Apartments, an existing 48-unit senior citizen public housing development which sustained damaged as a consequence of Super Storm Sandy (hereinafter referred to as the "project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as Lot 15, Block 11304 as shown on the Official Assessment Map of the City of Jersey City, Hudson County and commonly known as 88-92 Erie Street, Jersey City, New Jersey; and

WHEREAS, the Project which is fully occupied, contains forty-eight (48) public housing units affordable to senior households up to 80% of the Hudson County median income level adjusted for household size; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency") related to an anticipated award of Community Development Grant Block – Disaster Relief funds; and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE REPAIR OF THE EXISTING PUBLIC HOUSING DEVELOPMENT, KNOWN AS THOMAS J. STEWART APARTMENTS WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Jersey City (the "Council") that:

- (1) The Council finds and determines that the preservation of the existing 48-unit senior citizen public housing rental development, Thomas J. Stewart Apartments, proposed by the Sponsor meets an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the repair of the Project.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City

Rolan R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.550

Agenda No. 10.Z.9

Approved: JUL 31 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE REPAIR OF THE EXISTING PUBLIC HOUSING DEVELOPMENT, KNOWN AS HOLLAND GARDENS WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

WHEREAS, Garden State Choice Housing Corporation, a not-for-profit instrumentality of the Housing Authority of the City of Jersey City, (hereinafter referred to as the "Sponsor") proposes to repair Holland Gardens, an existing 192-unit family public housing development which sustained damaged as a consequence of Super Storm Sandy (hereinafter referred to as the "project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as Lot 1, Block 7101 as shown on the Official Assessment Map of the City of Jersey City, Hudson County and commonly known as 227-249 16th Street, Jersey City, New Jersey; and

WHEREAS, the Project which is fully occupied, contains 192 public housing units affordable to family households up to 80% of the Hudson County median income level adjusted for household size; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency") related to an anticipated award of Community Development Grant Block – Disaster Relief funds; and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

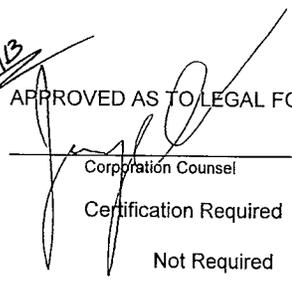
TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE REPAIR OF THE EXISTING PUBLIC HOUSING DEVELOPMENT, KNOWN AS HOLLAND GARDENS WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Jersey City (the "Council") that:

- (1) The Council finds and determines that the preservation of the existing 192-unit family public housing rental development, Holland Gardens, proposed by the Sponsor meets an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the repair of the Project.

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel
 Certification Required
 Not Required

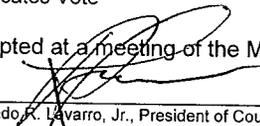
APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City


 Rolando F. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.551
Agenda No. 10.Z.10
Approved: JUL 31 2013
TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO REIMBURSE THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY (JCMUA) THE SUM OF \$121,000.00 AS FINAL PAYMENT RELATED TO TARGET HARDENING INITIATIVES AT THE BOONTON WATER TREATMENT PLANT FUNDED THRU UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the United States Department of Homeland Security (USDHS) and the New Jersey Office Of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of \$259,000 thru the Urban Area Security Initiative (UASI grant program to support target hardening initiatives at the Boonton Water Treatment Plant; and

WHEREAS, acceptance of this grant was approved by the Jersey City Municipal Council under Resolution 12-665 at the September 12, 2012 meeting: and

WHEREAS, the Jersey City Municipal Utilities Authority (JCMUA) an autonomous agency of the City of Jersey City operates both the Sewerage and Water Systems of Jersey City and has completed phase two of this project funding installation of a video surveillance cameras at the main entrance gates Boonton Reservoir supporting the goals and objectives of this project; and

WHEREAS, the JCMUA paid for the cost of this video surveillance cameras and is seeking reimbursement of \$121,000.00 from the City; and

WHEREAS, the cost of these security improvements is an appropriate expenditure of the grant funds; and

WHEREAS, the City is authorized to make this payment to the JCMUA pursuant to N.J.S.A. 40A:11-5(2); and

WHEREAS, funds in the amount of \$121,000 are available in UASI Grant Account No. 02-213-40-371-314.

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO REIMBURSE THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY (JCMUA) THE SUM OF \$121,000.00 AS FINAL PAYMENT RELATED TO TARGET HARDENING INITIATIVES AT THE BOONTON WATER TREATMENT PLANT FUNDED THRU UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Business Administrator and/or Purchasing Agent are authorized to pay the Jersey City Municipal Utilities Authority the sum of \$121,000 which is the cost of security improvements that the JCMUA made at the Boonton Water Treatment Plant.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-40-334-314

Account
02-213-40-371-314

P.O. # 110649

Total Contract
\$121,000.00

Approved by W. Greg Kierce
W. Greg Kierce, Director of Emergency Management & Homeland Security

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											7.31.13
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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/cooperative agreement:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO REIMBURSE THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY (JCMUA) THE SUM OF \$121,000.00 AS FINAL PAYMENT RELATED TO TARGET HARDENING INITIATIVES AT THE BOONTON WATER TREATMENT PLANT FUNDED THRU UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

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

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security (OEMHS)

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

This grant will fund target hardening and security upgrades to the Boonton Water Treatment Plant

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

Security upgrades, target hardening

5. Anticipated benefits to the community:

Protection of the Jersey City Water System

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

This project is funded thru the Urban Area Security Initiative (UASI) funds at no expense to the city. The total cost of the project is \$259,000.00

7. Date the proposed program, or project will commence:

Upon approval of the Municipal Council

8. Anticipated completion date: July 2013

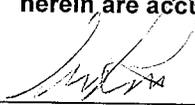
9. Person responsible for coordinating proposed program, project, etc.:

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security

10. Additional comments:

Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security

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



Signature of Director of OEMHS

7/21/13
Date



CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER

110649

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # 0162836

BUYER RESOLUTION

DATE	VENDOR NO.
07/30/2013	JE296300

VENDOR INFORMATION

JERSEY CITY MUN. UTILITES AUTH
555 ROUTE 440

JERSEY CITY NJ 07305

DELIVER TO
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE

JERSEY CITY NJ 07307

BILL TO
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	VIDEO SURVEILLANCE CAMERAS MAIN ENTRANCE GATE BOONTON WATERSHED TREATMENT PLANT	02-213-40-371-314	121,000.0000	121,000.00
		RESO: _____ DD: _____			

TAX EXEMPTION NO. 22-6002013

PO Total

121,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION DATE

APPROVED BY THE PURCHASING AGENT DATE

APPROVED BY ACCOUNTS & CONTROL DATE

Original Copy

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

Requisition #
0162836

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

Assigned PO #
110649

Reso
7/30

Requisition

Vendor
JERSEY CITY MUN. UTILITES AUTH
555 ROUTE 440
JERSEY CITY NJ 07305

Dept. Bill To
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE

Dept. Ship To
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

JE296300

JERSEY CITY

Contact Info
Deborah R Baker
000000201.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	VIDEO SURVEILLANCE CAMERAS MAIN ENTRANCE GATE BOONTON WATERSHED TREATMENT PLANT	0221340371314060	121,000.00	121,000.00

RESO: _____ DD: _____

Requisition Total 121,000.00

Req. Date: 07/29/2013

Requested By: DBAKER

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

PURCHASE ORDER

Pg.

SHIP TO	Jersey City MUA 555 ROUTE 440 Jersey City, NJ 07305
	UNITED WATER ATTN: JOHN A. HRONCICH P. E. P.O. BOX 103 LAKE HIAWATHA NJ 07034

NOTICE: TAX I.D. #226012263 - TAX EXEMPT UNDER PROVISIONS OF N.J. SALES & USE TAX ACT (CHAPTER 30, LAWS OF 1968)

PURCHASE ORDER
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.

NO. 13-01158

ORDER DATE: 07/13/13
REQUISITION NO: 13-00925
DELIVERY DATE:
STATE CONTRACT:
JCUMA CONTRACT:

PAYMENT RECORD

CHECK NO. 4658
DATE PAID 7/31/13

QUANTITY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	SECURITY MAIN GATES @ WTP INVOICE: UWJC-13-31 WORK COMPLETED @ BOONTON RESERVOIR	9-11-93-525-001-224	121,000.00/EA	121,000.00
			TOTAL	121,000.00

APPROVED

ADDRESS ALL INVOICES, CORRESPONDENCE, ETC. TO:

JERSEY CITY MUNICIPAL UTILITIES AUTHORITY
555 ROUTE 440
JERSEY CITY, NJ 07305
ATT: PURCHASING AGENT

DATE: 7/15/13 PURCHASING AGENT: [Signature]

FILE COPY

JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

NO. 004656

REFERENCE / DESCRIPTION

Vendor: UNITED66 UNITED WATER	NET AMOUNT
PO: 10-01875 DESC: 18th STREET LEAK SURVEY INV: UWJC-13-17 AMT: 10,820.00	10,820.00
PO: 13-00423 DESC: SCREENS/GATES @ BOONTON WTP INV: UWJC-13-23 AMT: 71,048.74 INV: UWJC-13.23 AMT: 121,875.03	192,923.77
PO: 13-00905 DESC: 72" MAIN; EASEMENT, CATHEDRAL AV INV: UWJC-13-27 AMT: 5,380.08	5,380.08
PO: 13-00995 DESC: FIRE HYDRANT; HOWELL ST, SPOILS INV: UWJC-13-28 AMT: 2,234.99	2,234.99
PO: 13-01084 DESC: MAINTENANCE FEE- JULY 2013	1,202,382.04
PO: 13-01158 DESC: SECURITY MAIN GATES @ WTP INV: UWJC-13-31 AMT: 121,000.00	121,000.00

Check Date: 07/31/13 Check Amount: \$**1,534,740.88

STACH BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINT SIGNATURE LINE. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW

JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

555 ROUTE NO. 440
JERSEY CITY, NEW JERSEY 07305

The Provident
830 Bergen Avenue
Jersey City, NJ 07306
WATER DIVISION
OPERATING FUND

22127230-3

004656

DATE
07/31/13

CHECK NO.
4656

AMOUNT
\$**1,534,740.88

*****1,534,740 AND 88/100 dollars

TO THE ORDER OF
UNITED WATER
ATTN: JOHN A. HRONCICH P.E.
P.O. BOX 103
LAKE HIAWATHA, NJ 07034

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

⑈004656⑈ ⑆221272303⑆604214196⑈

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO REIMBURSE THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY (JCMUA) THE SUM OF \$121,000.00 AS FINAL PAYMENT RELATED TO TARGET HARDENING INITIATIVES AT THE BOONTON WATER TREATMENT PLANT FUNDED THRU UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the United States Department of Homeland Security (USDHS) and the New Jersey Office Of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of \$259,000 thru the Urban Area Security Initiative (UASI) grant program to support target hardening initiatives at the Boonton Water Treatment Plant; and

WHEREAS, acceptance of this grant was approved by the Jersey City Municipal Council under Resolution 12-665 at the September 12, 2013 meeting; and

WHEREAS, the Jersey City Municipal Utilities Authority (JCMUA) an autonomous agency of the City of Jersey City operates both the Sewerage and Water Systems of Jersey City and has completed phase two of this project funding installation of a video surveillance cameras at the main entrance gates Boonton Reservoir supporting the goals and objectives of this project; and

WHEREAS, the JCMUA paid for the cost of this video surveillance cameras and is seeking reimbursement of \$121,000.00 from the City; and

WHEREAS, the cost of these security improvements is an appropriate expenditure of the grant funds; and

WHEREAS, the City is authorized to make this payment to the JCMUA pursuant to N.J.S.A. 40A:11-5(2); and

WHEREAS, funds in the amount of \$ \$ 121,000 are available in UASI Grant Account No. 02-213-40-371-314.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Business Administrator and/or Purchasing Agent are authorized to pay the Jersey City Municipal Utilities Authority the sum of \$121,000 which is the cost of security improvements that the JCMUA made at the Boonton Water Treatment Plant.

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-40-334-314

Account	P.O. #	Total Contract
02-213-40-371-314		\$121,000.00

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

PF/pv
10/1/12

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/cooperative agreement:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO REIMBURSE THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY (JCMUA) THE SUM OF \$121,000.00 AS FINAL PAYMENT RELATED TO TARGET HARDENING INITIATIVES AT THE BOONTON WATER TREATMENT PLANT FUNDED THRU UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

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

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security (OEMHS)

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

This grant will fund target hardening and security upgrades to the Boonton Water Treatment Plant

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

Security upgrades, target hardening

5. Anticipated benefits to the community:

Protection of the Jersey City Water System

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

This project is funded thru the Urban Area Security Initiative (UASI) funds at no expense to the city. The total cost of the project is \$259,000.00

7. Date the proposed program, or project will commence:

Upon approval of the Municipal Council

8. Anticipated completion date: July 2013

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

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security

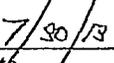
10. Additional comments:

Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security

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



Signature of Director of OEMHS



Date

Requisition #

0162836

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

Requisition

Vendor
JERSEY CITY MUN. UTILITIES AUTH
55 ROUTE 440
JERSEY CITY NJ 07305

Dept. Bill To
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

Dept. Ship To
OFFICE OF EMERGENCY MGMT
715 SUMMIT AVENUE
JERSEY CITY NJ 07307

296300

Contact Info
Deborah R Baker
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	VIDEO SURVEILLANCE CAMERAS MAIN ENTRANCE GATE BOONTON WATERSHED TREATMENT PLANT	02-213-40-371-314	121,000.00	121,000.00

Requisition Total 121,000.00

Req. Date: 07/29/2013

Requested By: DBAKER

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

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

City Clerk File No. Res. 13.552

Agenda No. 10.Z.11

Approved: JUL 31 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN INCREASE IN AFFORDABLE HOUSING TRUST FUNDS (AHTF) FOR THE MORRIS CANAL REDEVELOPMENT AREA COMMUNITY DEVELOPMENT CORPORATION (MCRACDC) FOR 317-319 PACIFIC AVENUE

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City to enter into contract with for profit, non-profit or public entities, organized under state and federal law for the purpose of constructing affordable housing; and

WHEREAS, eligible applicants must provide proof that it is the recipient of funds from another public or private source that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, Morris Canal Redevelopment Area Community Development Corporation (MCRACDC), a non-profit developer, was previously awarded \$381,176 in Affordable Housing Trust Funds (AHTF) for the construction of eight (8) low and moderate income units located at 317-319 Pacific Avenue a/k/a Block 2053, Lots 7(A) and 8; and

WHEREAS, the project is substantially completed and is in the process of lease-up; however, due to various change orders, the developer reported that the agency has had to use their developer fee to cover cost overruns; and

WHEREAS, in an effort to assist in covering a portion of the cost overruns, the City is desirous of awarding an additional \$50,000 to the Morris Canal Redevelopment Area CDC; and

WHEREAS, the total Affordable Housing Trust Fund (AHTF) allocation for this project will increase from \$381,176 to \$431,176.

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN INCREASE IN AFFORDABLE HOUSING TRUST FUNDS (AHTF) FOR THE MORRIS CANAL REDEVELOPMENT AREA COMMUNITY DEVELOPMENT CORPORATION (MCRACDC) FOR 317-319 PACIFIC AVENUE

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

- 1) The Mayor and / or Business Administrator is hereby authorized to increase the Affordable Housing Trust Fund Agreement with Morris Canal Redevelopment Area Community Development Corporation (MCRACDC) for the development of 317-319 Pacific Avenue from \$381,176 to \$431,176.
- 2) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$50,000.00 are available in the AHTF Account No. 17-293-56-000-025 (PO# 93583).

Donna Mauer

Donna L. Mauer
Chief Financial Officer

APPROVED: _____

APPROVED: _____
Business Administrator

OS
7/31/13

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City

Rolando E. Lavarro, Jr., President of Council

Robert Byrne

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.553

Agenda No. 10.Z.12

Approved: JUL 31 2013

TITLE:

RESOLUTION SUPPORTING PSE&G'S ENERGY STRONG PROGRAM



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

WHEREAS, the State of New Jersey has experienced a series of extreme weather events over the last two years, including but not limited to: Hurricane Irene, the October 2011 snowstorm, Superstorm Sandy and an accompanying Nor'easter;

WHEREAS, the City of Jersey City was impacted by those extreme weather events, including but not limited to: a loss of vital records and public offices;

WHEREAS, Public Service Electric and Gas Company ("PSE&G") provides the City of Jersey City with electric and/or gas service;

WHEREAS, Superstorm Sandy severely damaged PSE&G infrastructure, flooding electrical substations due to storm surges, downing power lines and poles due to high winds and fallen trees, and the destruction of gas meters due to contact with water.

WHEREAS, the damages to PSE&G's infrastructure contributed to the impact on the City of Jersey City; and

WHEREAS, the New Jersey Board of Public Utilities ("BPU") issued an order on January 23, 2013 directing the State's electric and gas utilities, including PSE&G, to implement certain recommendations in the areas of: "Preparedness efforts", "Communications", "Restoration and response", "Post event", and "Underlying infrastructure issues";

WHEREAS, PSE&G submitted an infrastructure filing on February 20, 2013 entitled "Energy Strong";

WHEREAS, "Energy Strong" proposes an investment of \$3.9B worth of infrastructure projects over a 10-year period to enhance PSE&G's electrical and gas system, including but not limited to: fortifying electrical stations, replacing and modernizing cast iron gas mains, deploying smart grid technologies, improving pole distribution systems, creating more redundancies, undergrounding of electricity lines, and protecting gas metering stations;

WHEREAS, continuing to make incremental improvements and repairs to our electric and gas systems, or to be forward-looking and make more substantial investments that will help better prepare our state for the next Irene, Sandy or other catastrophic event. The City of Jersey City would benefit from the proposed investments in the "Energy Strong" filing;

NOW THEREFORE BE IT RESOLVED, that the City of Jersey City does hereby formally support PSE&G's "Energy Strong" program.

G:\WPDOCS\AMANDA\Resolution\PSE&G.docx

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7-31-13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk