

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

City Clerk File No. RES. 13 554

Agenda No. 10.A

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CELEBRITY OF MORRISTOWN, LLC D/B/A BEYER CJDR FOR THE PURCHASE OF FORD EXPLORER VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Five (5) Ford Explorer Vehicles** for the Department of Public Works, Automotive Division; 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, Celebrity of Morristown, LLC D/B/A Beyer CJDR, 200 Ridgedale Avenue, Morristown, New Jersey 07962 is in possession of State Contract No. **A83013**, submitted a proposal for **Five (5) Ford Explorer Vehicles**; and

WHEREAS, funds are available for this contract in the General Capital Fund Account;

Account	P.O. #	State Contract	Total Contract
04-215-55-847-990	110618	A83013	\$146,755.00

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

WHEREAS, as per the Director of Automotive, the **Five (5) Ford Explorer Vehicles** are in compliance with the Mayor's Green Initiative Program, Ordinance 09-004; and

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

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

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

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

(Continued to page 2)

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RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CELEBRITY OF MORRISTOWN, LLC D/B/A BEYER CJDR FOR THE PURCHASE OF FORD EXPLORER VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

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

Account 04-215-55-847-990 P.O. # 110618 State Contract A83013 Total Contract \$146,755.00

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

PF/pv 7/26/13

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator

[Signature] Corporation Counsel

Certification Required []

Not Required []

APPROVED 9-0

Table with 4 columns: COUNCILPERSON, AYE, NAY, N.V. and 3 rows of council members: GAJEWSKI, RAMCHAL, BOGGIANO, YUN, OSBORNE, COLEMAN, RIVERA, WATTERMAN, 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 CELEBRITY OF MORRISTOWN, LLC; D/B/A: BEYER CJDR; PURSUANT TO STATE CONTRACT (A 83013) FOR THE PURCHASE OF FIVE (5) 2013 FORD EXPLORERS 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 replace old vehicles currently in the City's fleet.

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

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CELEBRITY OF MORRISTOWN, LLC; D/B/A: BEYER CJDR; PURSUANT TO STATE CONTRACT (A 83013) FOR THE PURCHASE OF FIVE (5) 2013 FORD EXPLORERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE.

5. Anticipated benefits to the community:

To replace old vehicles currently in the City's fleet.

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 state contract is one hundred and forty six thousand seven hundred and fifty five dollars and zero cents (\$146,755.00).

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.:

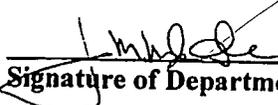
Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

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: 8/15/13


Signature of Department Director

8/15/13
Date:

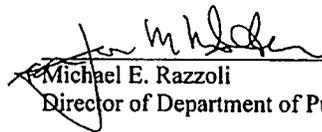
CERTIFICATION OF MICHAEL E. RAZZOLI

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 CELEBRITY OF MORRISTOWN, LLC; D/B/A: BEYER CJDR; PURSUANT TO STATE CONTRACT (A 83013) FOR THE PURCHASE OF FIVE (5) 2013 FORD EXPLORERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE.**
3. The total funds requested for this state contract is \$146,755.00.
4. The funds are available in Automotive Capital Account No. 04-215-55-847-990.
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: _____

8/15/13



Michael E. Razzoli
Director of Department of Public Works

Account # 2014324845
 Name JERSEY CITY
 Address 501 ROUTE 440
 City JERSEY CITY
 State NJ ZIP: 07305
 Telephone (201) 432-4645
 Fax (201) 433-1869
 FIN Ford: QX575 Chevy Dodge 0

Order Date 3/6/2013
 Salesman Coert Sealy
 P.O. # 14322-13
 Voucher Req In House?
 Notary Req Temp Plate
 Contact William J. Rooney
 Title (201) 432-4645 x 626
 E-Mail

Quantity	Year	Make	Model	Engine	Trans.	Drive Line	Wheel Base	Ship To		
2	2013	Ford	Explorer	3.5L V8	Auto	4x4		East Hanover		
Exterior Color		Interior Color		Trim Level		Contract	Item #	PL	Concession	Amount
Black		Stone		K8B - Base - 100A		A83013	14	315	17901D	17,300.00

Codes Options 2 - Light Install **Factory Order** Base Price \$ 24,708.00

Contract Options
 422 California Emissions

Factory Options
 52T Class III Trailer Towing Prep Package \$ 570.00
 50M Splash Guards \$ 185.00
 16N All Weather Mats \$ 75.00

Vehicle Only Price \$ 25,538.00

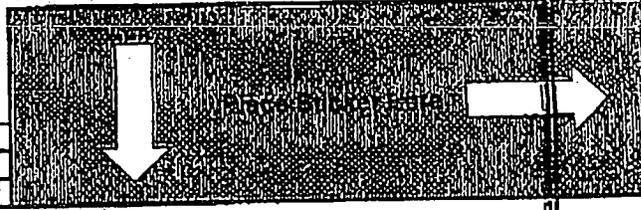
Dealer Installed Options
 Rust Proof and Undercoat \$ 390.00
 Dome Light \$ 159.00
 EDH50 Series Wiring Harness \$ 730.00
 (8) Amber Vertex in Corners (4) in Headlights (2) in Reverse Lights }
 (2) Amber IONs Mounted in Grill } \$ 1,500.00
 (1) LED Switch to Operate LEDs Mounted Left of Steering Wheel

Vendor Supplied Option (Auto Concepts) \$ 385.00
 2" Ball and Pintle

Vendor Supplied Option (Eastern Sun) \$ 450.00
 Rear Vinyl Seat

Total Price: \$ 29,151.00

Lienholder
 Split Invoices (PO # - Description - Amount) \$



Account #	2014324845	Order Date	3/6/2013
Name	JERSEY CITY	Salesman	Coert Saaly
Address	501 ROUTE 440	P.O. #	14322-13
City	JERSEY CITY	Voucher Req	In House?
State	NJ ZIP: 07305	Notary Req	Temp Plate
Telephone	(201) 432-4645	Contact	William J. Rooney
Fax	(201) 433-1889	Title	(201) 432-4645 x 626
FIN Ford:	QX575 Chevy; Dodge 0	E-Mail	

Quantity	Year	Make	Model	Engine	Trans.	Drive Line	Wheel Base	Ship To		
1	2013	Ford	Explorer	3.5L V6	Auto	4x4		East Hanover		
Exterior Color		Interior Color		Trim Level		Contract	Item #	PL	Concession	Amount
Black		Black		K8D - XLT - 200A		A83013	14	315	17805D	

Codes	Options	2- Light Install	Factory Order	Base Price	\$ 29,416.00
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Contract Options					
422	California Emissions				

Factory Options					
92T	Class III Trailer Towing Prep Package				\$ 570.00
50M	Splash Guards				\$ 185.00
16N	All Weather Mats				\$ 75.00

					Vehicle Only Price	\$ 30,246.00
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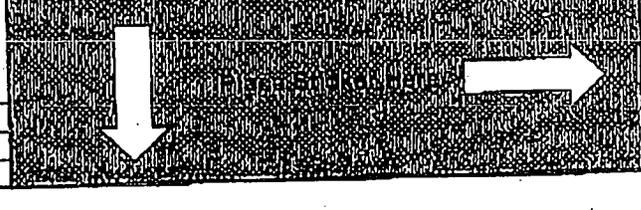
Dealer Installed Options					
	Rust Proof and Undercoat				\$ 390.00
	EDH50 Series Wiring Harness				\$ 730.00
	(6) Amber Verlex In Corners (4) in Headlights (2) in Reverse Lights				\$ 1,500.00
	(2) Amber IONs Mounted in Grill				
	(1) LED Switch to Operate LEDs Mounted Left of Steering Wheel				

Vendor Supplied Option (Auto Concepts)					
	2" Ball and Pintle				\$ 385.00

Vendor Supplied Option (Tropic Tint)					
	Limo Tint 2 Rear Doors & Cargo Area				

Total Price: \$ 33,251.00

Lienholder	
Split Invoices (PO # - Description - Amount)	\$



Michael Razzoli, Director
Dept. of Public Works

CITY OF JERSEY CITY
Dept of Public Works
Div. of Automotive Maintenance
575 Route 440
Jersey City, New Jersey 07305

Hector Ortiz Dir Automotive
Dept. of Public Works

Five (5) 2013 Ford Explorer all wheel drive
Under State Contract #A83013
Beyer ford fleet

INFORMATION TO BIDDERS

Each bidder represents that its proposal is based upon the specifications described in the bidding documents.

Where items are prescribed by a trade name or manufacture's model or catalog number, the named product shall be construed to read "or equivalent". If a bidder substitutes any item other than that named in these specifications, such item shall be the responsibility of the vendor. All information necessary to prove equivalency of the substituted item must be included with the proposal submitted at the bid reception. Failure to include this information with proposal will result in an automatic disqualification of the bid at the time of the bid reception. Proposed substitutions shall satisfy all design conditions including performance and physical properties which will be reviewed prior to approving the substitute.

If after review of all submitted materials, the substitution is deemed "not an equivalent" the bid will be rejected.

TECHNICAL SPECIFICATION

Mechanical

1. V6 Engine 3.5 V6
2. 4 Door
3. All Wheel Drive
4. 136-AMP Alternator min
5. Cloth bucket front
6. Heavy duty floor mats
7. 6 speed automatic trans
8. Radio noise suppression
9. Full Size Spare
10. Steel Wheel
11. Skid plate
12. Power heated mirrors
13. Tilt steering
14. Air conditioning
15. Am fm radio
16. Rear window defog
17. All standard options
18. (2) Xlt package
19. (3) XI package
20. (2) police undercover lighting and siren package

Color

1. (2) Black Xlt (3) grey xl

Delivery

2. Sixty day from purchase order

III. BID INFORMATION & PRICE SHEET

Manufacturers standardized maintenance / repair manuals supplied YES _____ NO _____

Make, model & year of vehicle(s) bid: _____

Best delivery date of vehicle(s) to City: _____

Notes to Bidder

1. The Extended Cost for each item shall be the Unit Cost multiplied by the Quantity for that item.

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications the items listed herein: **(5) 2013 FORD EXPLORER'S UNDER STATE CONTRACT #83013**

Prices to be quoted as total amount all units

Item	Quantity	Description	Unit Cost	Total
1.	5		\$	\$

Total bid amount in words.

All quotations must be typewritten or written in ink. Pencil quotations will automatically render the bid invalid. This bid must be accompanied by a bond or certified check for ten percent (10%) of the total amount of the bid. Bond must be from some surety company authorized to do business in the State of New Jersey.

COMPANY NAME

NAME

ADDRESS

ADDRESS

DATE



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BEYER OF MORRISTOWN LIMITED LIABILITY COMPANY

Trade Name: BEYER CHRYSLER JEEP DODGE RAM

Address: 200 RIDGEDALE AVE
MORRISTOWN, NJ 07960-4089

Certificate Number: 1648976

Effective Date: June 28, 2011

Date of Issuance: July 25, 2013

For Office Use Only:

20130725160719544



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT #2
T-2007

SOLICITATION #22721

June 11, 2013

TO: All Using Agencies and
Cooperative Purchasing Participants

FROM: Kristi Thomas
Procurement Lead, Fleet Engineering Unit

SUBJECT: Vehicles, Sport Utility (SUV) – Model Year Roll-Over to 2014 – Sections 3 and 4 Only

CONTRACT PERIOD: October 30, 2012 to October 29, 2013

Please be advised that contracts #A83012 awarded to Chas. S. Winner Inc. D/B/A Winner Ford (for Ford Explorer 2WD) and #A83013 awarded to Celebrity Ford D/B/A Beyer Ford (for Ford Explorer 4WD) have been rolled over from 2013 model year to 2014 model year at the same pricing, terms, conditions and specifications.

Important Note: Please refer to the Master Notification (<http://www.state.nj.us/treasury/purchase/mnmaster.pdf>) for the most recent vehicle manufacturer's cut-off date information.

Please attach this amendment to your current Notice of Award.

**MASTER NOTIFICATION
2013/2014 VEHICLE MANUFACTURER'S CUT-OFF DATES**

7/11/2013

Price Line	Description	Make/Model	Cut-off Date	Contract	Contractor
T0099: VEHICLES, AUTOMOBILES, SEDANS/STATION WAGON/CROSSOVER					
1	AUTOMOBILE, SEDAN, SUB-COMPACT, 4-DOOR	2014 FORD FIESTA S	Not Published Yet	A83035	CELEBRITY FORD D/B/A BEYER FORD
2	AUTOMOBILE, SEDAN, COMPACT, 4-DOOR	2014 FORD FOCUS S	Not Published Yet	A83035	CELEBRITY FORD D/B/A BEYER FORD
3	AUTOMOBILE, SEDAN, MID-SIZE, 4-DOOR	2014 DODGE AVENGER SE	Not Published Yet	A83036	HERTRICH FLEET SERVICES
4	AUTOMOBILE, CROSSOVER, MID-SIZE, 4-DOOR	2013 DODGE JOURNEY SE	4/30/2013	A83037	FOULKE MANAGEMENT
5	AUTOMOBILE, SEDAN, FULL-SIZE	2014 CHEVROLET IMPALA LIMITED SEDAN	Not Published Yet	A83036	HERTRICH FLEET SERVICES
T2006: VEHICLES, PASSENGER VANS, 7/8/12/15-PASSENGER					
1	MINIVAN, 7-PASSENGER	2014 DODGE GRAND CARAVAN SE	Not Published Yet	A82889	HERTRICH FLEET SERVICES
2	PASSENGER VAN, FULL-SIZE, 8-PASSENGER	2014 CHEVROLET EXPRESS 1500 LS	9/30/2013	A82890	MALL CHEVROLET INC.
3	PASSENGER VAN, FULL-SIZE, 12-PASSENGER	2014 CHEVROLET EXPRESS 2500 LS	9/30/2013	A82890	MALL CHEVROLET INC.
4	PASSENGER VAN, FULL-SIZE, 15-PASSENGER	2014 CHEVROLET EXPRESS 3500 LS	9/30/2013	A82891	FLEMINGTON BUICK CHEVROLET
T2007: VEHICLES, SPORT UTILITY					
1-2	SUV, SMALL, 4-DOOR, 2WD	2014 JEEP PATRIOT SPORT 2WD	Not Published Yet	A83011	HERTRICH FLEET SERVICES
3-4	SUV, SMALL, 4-DOOR, 4WD	2014 JEEP PATRIOT SPORT 4WD	Not Published Yet	A83011	HERTRICH FLEET SERVICES
5-6	SUV, MID-SIZE, 4-DOOR, 2WD	2014 FORD EXPLORER BASE 2WD	Not Published Yet	A83012	CHAS. S. WINNER INC.
7-8	SUV, MID-SIZE, 4-DOOR, 4WD	2014 FORD EXPLORER BASE 4WD	Not Published Yet	A83013	CELEBRITY FORD D/B/A BEYER FORD
9-10	SUV, FULL-SIZE, 1/2 TON, 4-DOOR, 2WD	2013 FORD EXPEDITION XL	6/21/2013	A83012	CHAS. S. WINNER INC.
13-14	SUV, FULL-SIZE, 3/4 TON, 4-DOOR, 2WD	2013 CHEVROLET SUBURBAN 2500 2WD	4/4/2013	A83014	MALL CHEVROLET INC.
15-16	SUV, FULL-SIZE, 3/4 TON, 4-DOOR, 4WD	2013 CHEVROLET SUBURBAN 2500 4WD	4/4/2013	A83015	DAY CHEVROLET INC.
T2080: TRUCKS, 26,000 LB. GVWR MAX. CABOVER/C&C, WITH VARIOUS 18' BODIES & LIFTGATES					
1-9	TRUCK, 26,000 LB. GVWR MAX. CABOVER CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES	2013 KENWORTH K270	Not Published Yet	A83009	GABRIELLI KENWORTH OF NJ LLC
2-10	TRUCK, 26,000 LB. GVWR MAX. CONVENTIONAL CAB & CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES	2013 HINO 268	Not Published Yet	A83010	HK TRUCK SERVICES INC.
T2089: VEHICLES, TRUCKS/PICKUP CLASS 1					
1-2	TRUCK, PICKUP, CLASS 1, REGULAR CAB, 8' BODY, 2WD	2013 FORD F-150 REG. CAB XL 8' BODY 2WD	8/23/2013	A83515	DFFLM
3-4	TRUCK, PICKUP, CLASS 1, REGULAR CAB, 8' BODY, 4WD	2013 FORD F-150 REG. CAB XL 8' BODY 4WD	8/23/2013	A83515	DFFLM
5-6	TRUCK, PICKUP, CLASS 1, EXTENDED CAB, 8' BODY, 2WD	2013 FORD F-150 SUPERCAB XL 8' BODY 2WD	8/23/2013	A83515	DFFLM
7-8	TRUCK, PICKUP, CLASS 1, EXTENDED CAB, 8' BODY, 4WD	2013 FORD F-150 SUPERCAB XL 8' BODY 4WD	8/23/2013	A83515	DFFLM
9-10	TRUCK, PICKUP, CLASS 1, CREW CAB, 4-DOOR, 5 1/2' BODY, 2WD	2013 DODGE RAM 1500 CREW CAB TRADESMAN 5 1/2' BODY 2WD	4/30/2013	A83516	CELEBRITY CHRYSLER JEEP
11-12	TRUCK, PICKUP, CLASS 1, CREW CAB, 4-DOOR, 5 1/2' BODY, 4WD	2013 DODGE RAM 1500 CREW CAB TRADESMAN 5 1/2' BODY 4WD	4/30/2013	A83517	CARMAN DODGE INC.

NOTE: CUT-OFF DATES ARE SUBJECT TO CHANGE WITHOUT NOTICE. CUSTOMERS ARE ADVISED TO PLACE ORDERS AS SOON AS POSSIBLE BUT NO LATER THAN ONE WEEK PRIOR TO CUT-OFF DATE.

FOR EPA MPG INFORMATION PLEASE VISIT: <http://www.fueleconomy.gov/feg/findacar.htm>



State of New Jersey
Department of the Treasury
Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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TERM CONTRACT SEARCH BY TNUMBER

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T-Number	Title	Vendor	Contract #
T2007_13-x-22721	VEHICLES, SPORT UTILITY (SUV)	CELEBRITY FORD	83013

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T-Number	Title	Vendor	Contract #
T2099 13-x-22880	VEHICLES, TRUCKS, PICKUP, CLASS 1	CELEBRITY CHRYSLER JEEP	83516
T0106 12-x-21817	POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE	CELEBRITY FLEET OPERATIONS LLC	81346
T2102 13-x-22883	VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP, WITH SNOW PLOW OPTION	CELEBRITY FORD	83560
T0099 13-x-22674	VEHICLES, AUTOMOBILES, SEDANS/STATION WAGON/CROSSOVER	CELEBRITY FORD	83035
T2007 13-x-22721	VEHICLES, SPORT UTILITY (SUV)	CELEBRITY FORD	83013

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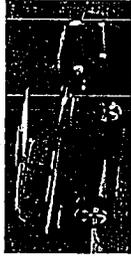


VEHICLES, SPORT UTILITY (SUV)

T-2007 COMPARISON REPORT

2 of 2

Section 2



2013 Jeep Patriot MKJE74 4WD 4dr Sport

Section 4



2013 Ford Explorer K8B 4WD 4dr Base

Section 8



2013 Chevrolet Suburban CK20906 4WD 4dr 2500 Commercial

Contract Price:

Base Vehicle (MSRP) \$17,995.00

Destination (MSRP) \$995.00

Options (MSRP) \$2,095.00

As Specified Price (MSRP) \$21,085.00

Market Class 4WD Sport

\$17,093

\$17,995.00

\$995.00

\$2,095.00

\$21,085.00

4WD Sport

Utility

Vehicles

\$24,708

\$31,135.00

\$825.00

\$0.00

\$31,960.00

4WD Sport

Utility

Vehicles

\$34,899

\$46,995.00

\$995.00

-\$1,675.00

\$46,315.00

4WD Sport

Utility

Vehicles

POWERTRAIN

Engine

- Type Gas I4

- Displacement (L/CID) 2.4L/144

- Fuel System Electronic Fuel Injection

- SAE Net Horsepower @ RPM 172 @ 6000

- SAE Net Torque (lb ft) @ RPM 165 @ 4400

Weight/Power Ratio (lb/hp) Not Applic

Transmission - Manual Available

Transmission - Automatic Selected

Drive Train Four Wheel Drive

Locking Differential Not Avail

Axle Ratio 6.12

Fuel Economy Estimate (MPG) - City 21.00

Fuel Economy Estimate (MPG) - Hwy 26.00

Cruising Range (miles) - City 283.50

Cruising Range (miles) - Hwy 351.00

Gas V6

3.5L/213

Electronic Fuel Injection

290 @ 6500

255 @ 4100

Not Applic

Not Avail

Standard

Four Wheel Drive

Not Avail

3.65

17.00

23.00

316.20

427.80

Gas V8

6.0L/366

Electronic Fuel Injection

352 @ 5400

382 @ 4200

18.27

Not Avail

Standard

Four Wheel Drive

Available

3.73

10.00

15.00

390.00

585.00

CHASSIS

Suspension Type - Front

MacPherson Strut

Suspension Type - Rear

MacPherson strut

Stabilizer Bar - Front/Rear

w/Coil Springs

Tires

Multi-Link

Leaf springs

Y / Y

w/Coil Springs

- TBD - / - TBD -

Torsion Bar

Leaf springs

Y / N/A

VEHICLES, SPORT UTILITY (SUV)

Section 2



2013 Jeep Patriot MKJE74 4WD 4dr Sport

Section 4



2013 Ford Explorer K8B 4WD 4dr Base

Section 8



2013 Chevrolet Suburban CK20906 4WD 4dr 2500 Commercial

CHASSIS

- Size - Front/Rear	P205/70R16	Standard / Standard
- Full Size Spare	Available	Not Avail
Power Steering	Standard	Standard
Fuel Tank Capacity (gal) Main/Aux	13.50	18.60
GWWR	0.00	0.00

SAFETY

Air Bag		
- Driver/Passenger		Standard / Standard
- Passenger Switch (On/Off)		Not Avail
- Rear		Not Avail
4-Wheel ABS		Standard
4-Wheel Disc Brakes		Standard
Traction Control		Standard
Daytime Running Lights		Available
Auto-on Headlights		Not Avail
Alarm System		Not Avail
Child Safety Rear Door Locks		Not Avail

DIMENSIONS

Wheelbase (in)	103.70	112.60	130.00
Length (in)	173.80	197.10	222.40
Width (in)	69.20	78.90	79.10
Height (in)	66.80	70.40	76.80
Curb-to-Curb Turning Diameter (ft)	35.60	38.90	45.30
Tread Width Front/Rear (in)	59.80 / 59.80	67.00 / 67.00	41.10 / 38.50
Headroom Front/Rear (in)	41.00 / 39.90	41.40 / 40.50	41.30 / 39.50
Leg Room Front/Rear (in)	40.60 / 39.40	40.60 / 39.80	
Base Curb Weight (lb)	- TBD -	4,697.00	6419
Pass Volume (cu ft)	104.40	151.70	
Min. Ground Clearance (in)	- TBD -	7.60	10.50

VEHICLES, SPORT UTILITY (SUV)

Section 2



2013 Jeep Patriot MKJE74 4WD 4dr Sport

Section 4



2013 Ford Explorer K8B 4WD 4dr Base

Section 8



2013 Chevrolet Suburban CK20906 4WD 4dr 2500 Commercial

ACCESSORIES

Air Cond	Selected	Standard	Standard
- Front	Not Avail	Standard	Standard
- Rear	Not Avail	Not Avail	Standard
- Dual Zone Front	Not Avail	Not Avail	Not Avail
- Auto Climate Control Front	Standard	Standard	Standard
Tilt Steering	Standard	Standard	Standard
Cruise Control	Available	Standard	Standard
Power Windows	Available	Standard	Standard
Power Locks	Available	Standard	Standard
Power Mirrors	Available	Standard	Standard
Heated Exterior Mirrors	Available	Not Avail	Standard
Power Seat - Driver/Passenger	Not Avail / Not Avail	Standard / Not Avail	Standard / Available
Remote Keyless Entry	Available	Standard	Standard
Intermittent Wipers	Standard	Standard	Not Avail
Rear Defogger	Standard	Standard	Standard
Floor Mats	Standard	Standard	Available
Navigation System	Not Avail	Not Avail	Not Avail
Cassette Player	Not Avail	Not Avail	Not Avail
CD Player	Standard	Standard	Standard
CD Changer	Available	Not Avail	Not Avail

EXTERIOR

Aluminum Wheels	Available	Not Avail	Available
Chrome Wheels	Not Avail	Not Avail	Not Avail
Passenger 3rd Door	Not Applic	Not Applic	Not Applic
Passenger 4th Door	Not Applic	Not Applic	Not Applic
Running Boards/Entry Step	Not Avail	Not Avail	Standard
Roof Type			
- Sunroof/Moonroof	Not Avail	Not Avail	Not Avail
- T-top	Not Avail	Not Avail	Not Avail
- Targa	Not Avail	Not Avail	Not Avail

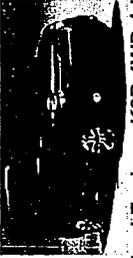
VEHICLES, SPORT UTILITY (SUV)

Section 2



2013 Jeep Patriot MKJE74 4WD 4dr Sport

Section 4



2013 Ford Explorer K8B 4WD 4dr Base

Section 8



2013 Chevrolet Suburban CK20906 4WD 4dr 2500 Commercial

SEATING

of Seating Positions
 Front Bucket Seats
 Leather Seat Trim
 Rear Seat Pass-Through

5.00
 Standard
 Not Avail
 Not Applic

7.00
 Standard
 Not Avail
 Not Applic

9.00
 Available
 Not Avail
 Not Applic

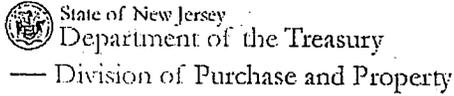
WARRANTY

<<< PRELIMINARY 2013 WARRANTY >>>

Basic:
 3 Years/36,000 Miles
 Drivetrain:
 5 Years/100,000 Miles
 Corrosion:
 5 Years/100,000 Miles
 Roadside Assistance:
 3 Years/36,000 Miles

Basic:
 3 Years/36,000 Miles
 Drivetrain:
 5 Years/60,000 Miles
 Corrosion:
 5 Years/Unlimited Miles
 Roadside Assistance:
 5 Years/60,000 Miles

Basic:
 3 Years/36,000 Miles
 Drivetrain:
 5 Years/100,000 Miles
 Corrosion:
 3 Years/36,000 Miles
 Rust-Through
 6 Years/100,000 Miles
 Roadside Assistance:
 5 Years/100,000 Miles



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

**T-2007
VEHICLES, SPORT UTILITY (SUV)**

Instructions/Specifications
Vendor Information
By Vendor
By Item
RFP Documents
Email to KRISTI THOMAS

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

[Download All Documents](#)

- [2013 Comparison Chart 1 of 2 Adobe PDF \(226 kb\)](#)
- [2013 Comparison Chart 2 of 2 Adobe PDF \(219 kb\)](#)
- [Section 1 2014 Jeep Patriot 4DR Sport 2WD Adobe PDF \(250 kb\)](#)
- [Section 2 2014 Jeep Patriot 4DR Sport 4WD Adobe PDF \(253 kb\)](#)
- [Section 3 2013 Ford Explorer 4DR Base 2WD Adobe PDF \(264 kb\)](#)
- [Section 4 2013 Ford Explorer 4DR Base 4WD Adobe PDF \(266 kb\)](#)
- [Section 5 2013 Ford Expedition 4DR XL SSV 2WD Adobe PDF \(269 kb\)](#)
- [Section 7 2013 Chevrolet Suburban 4DR 2500 Commercial 2WD Adobe PDF \(306 kb\)](#)
- [Section 8 2013 Chevrolet Suburban 4DR 2500 Commercial 4WD Adobe PDF \(306 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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[NOAs By Number](#)

[NOAs By Title](#)

[Search NOAs](#)

Index #:	T-2007
Contract #:	VARIOUS
Contract Period:	FROM: 10/30/12 TO: 10/29/13

Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22721
Bid Open Date:	09/26/12
CID #:	1040653
Commodity Code:	071-80
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:		
KRISTI THOMAS	PROCUREMENT SPECIALIST	609-984-1327
MANAN DESAI	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6237
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206
	PUB DATE:	06/06/13

INSTRUCTIONS/SPECIFICATIONS	

VENDOR INFORMATION	
Vendor Name & Address:	CELEBRITY FORD D/B/A BEYER FORD 170 RIDGEDALE AVE MORRISTOWN, NJ 07962
Contact Person:	BARBARA M. BEYER
Contact Phone:	973-644-3200
Order Fax:	973-884-2650
Contract#:	83013

Expiration Date:	10/29/13
Terms:	NONE
Delivery:	120 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	
	CHAS S WINNER INC DBA WINNER FORD 250 BERLIN ROAD CHERRY HILL, NJ 08034
Contact Person:	DONALD SLIPP
Contact Phone:	856-427-2796
Order Fax:	856-428-4718
Contract#:	83012
Expiration Date:	10/29/13
Terms:	NONE
Delivery:	120 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	
	DAY CHEVROLET INC 3996 WILLIAM PENN HWY MONROEVILLE, PA 15146
Contact Person:	LEN POLISTINA
Contact Phone:	609-484-0555
Order Fax:	856-649-0395
Contract#:	83015
Expiration Date:	10/29/13
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	
	HERTRICH FLEET SERVICES 1427 BAY ROAD MILFORD, DE 19963
Contact Person:	MICHAEL WRIGHT
Contact Phone:	800-698-9825
Order Fax:	302-839-0555
Contract#:	83011
Expiration Date:	10/29/13
Terms:	NONE
Delivery:	120 DAYS ARO
Small Business Enterprise:	NO

Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	MALL CHEVROLET INC 75 HADDONFIELD RD CHERRY HILL, NJ 08002
Contact Person:	RICHARD DIRENZO
Contact Phone:	856-449-9254
Order Fax:	856-504-0108
Contract#:	83014
Expiration Date:	10/29/13
Terms:	NONE
Delivery:	90 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: CELEBRITY FORD D/B/A BEYER FORD			Contract Number: 83013		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 071-80-073157 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: SUV, MID-SIZE, 4-DOOR, 4WD, AS SPECIFIED IN THE RFP. (SECTION 4, T-2007) BRAND: 2014 FORD MODEL: EXPLORER BASE 4WD MANUFACTURER'S BODY CODE: K8B WITH 100A PACKAGE (INCLUDES AIR CONDITIONING) AND 422 (CALIFORNIA EMISSIONS), 998 (3.5L V6 ENGINE), 44J (6-SPEED AUTOMATIC TRANSMISSION) AND 153 (LICENSE PLATE BRACKET) OPTION CODES. SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	N/A	\$24708.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 071-80-073158 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION:	1.000	LOT	10.00%	N/A

VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 4, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)					
Vendor: CHAS S WINNER INC DBA WINNER FORD		Contract Number: 83012			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 071-80-073155 [AUTOMOBILES, SCHOOL BUSES, SUVs, AND...] ITEM DESCRIPTION: SUV, MID-SIZE, 4-DOOR, 2WD, AS SPECIFIED IN THE RFP. (SECTION 3, T-2007) BRAND: 2014 FORD MODEL: EXPLORER BASE 2WD MANUFACTURER'S BODY CODE: K7B WITH 100A PACKAGE (INCLUDES AIR CONDITIONING) AND 422 (CALIFORNIA EMISSIONS), 998 (3.5L V6 ENGINE), 44J (6-SPEED AUTOMATIC TRANSMISSION) AND 153 (LICENSE PLATE BRACKET) OPTION CODES. SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	N/A	\$22768.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 071-80-073156 [AUTOMOBILES, SCHOOL BUSES, SUVs, AND...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 3, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	LOT	10.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 071-80-073159 [AUTOMOBILES, SCHOOL BUSES, SUVs, AND...] ITEM DESCRIPTION:	1.000	EACH	N/A	\$24566.00000

LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006 83012	COMM CODE: 071-80-073156 [AUTOMOBILES, SCHOOL BUSES, SUVs, AND...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 3, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: CHAS S WINNER INC DBA WINNER FORD	1.000	LOT	10.00%	N/A
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007 83013	COMM CODE: 071-80-073157 [AUTOMOBILES, SCHOOL BUSES, SUVs, AND...] ITEM DESCRIPTION: SUV, MID-SIZE, 4- DOOR, 4WD, AS SPECIFIED IN THE RFP. (SECTION 4, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: CELEBRITY FORD D/B/A BEYER FORD BRAND: 2014 FORD MODEL: EXPLORER BASE 4WD MANUFACTURER'S BODY CODE: K8B WITH 100A PACKAGE (INCLUDES AIR CONDITIONING) AND 422 (CALIFORNIA EMISSIONS), 998 (3.5L V6 ENGINE), 44J (6- SPEED AUTOMATIC TRANSMISSION) AND 153 (LICENSE PLATE BRACKET) OPTION CODES.	1.000	EACH	N/A	\$24708.00000

LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008 83013	COMM CODE: 071-80-073158 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 4, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: CELEBRITY FORD D/B/A BEYER FORD	1.000	LOT	10.00%	N/A
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009 83012	COMM CODE: 071-80-073159 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: SUV, FULL-SIZE, 1/2 TON, 4-DOOR, 2WD, AS SPECIFIED IN THE RFP. (SECTION 5, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: CHAS S WINNER INC DBA WINNER FORD BRAND: 2013 FORD MODEL: EXPEDITION SSV XL 2WD, MANUFACTURER'S BODY CODE: U1F WITH 102A PACKAGE AND 425 (50-STATE EMISSIONS), 995 (5.4L V8 FLEXIBLE FUEL ENGINE), 446 (6-SPEED AUTOMATIC TRANSMISSION), AIR CONDITIONING AND 153 (FRONT LICENSE PLATE BRACKET) OPTION CODES:	1.000	EACH	N/A	\$24566.00000
			UNIT		UNIT PRICE

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

City Clerk File No. RES. 13.555

Agenda No. 10.B.

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 13-080 PURSUANT TO N.J.S.A. 40:69A-181(b)

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, at its meeting of August 28, 2013, the Municipal Council adopted Ordinance 13-080 amending Chapter A351 of the Jersey City Municipal Code, which created and implemented the new title and salary for the Director of Public Safety; and

WHEREAS, N.J.S.A. 40:69A-181(b) provides for a 20-day period prior to the effective date of an ordinance after adoption unless the Municipal Council, by resolution, declares an emergency; and

WHEREAS, it is necessary that this ordinance become effective immediately so that the new Director of the Department of Public Safety can assume his official duties immediately, which is also in the best interest of the City of Jersey City.

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

1. An emergency is hereby declared for the reasons set forth herein and on the record; and
2. Pursuant to N.J.S.A. 40:69A-181(b) the 20-day waiting period prior to the effective date of Ordinance 13-080 is hereby waived so that this Ordinance may become effective immediately.

JM/he
8/07/13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Admin

poration Counsel

APPROVED

WITHDRAWN

RECC			
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

SE 8.28.13			
COUNCILPERSON	AYE	NAY	N.V.
RA			
TERMAN			
VARRO, PRES			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Muni

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

City Clerk File No. RES. 13, 556

Agenda No. 10.C.

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 13-081 PURSUANT TO N.J.S.A. 40:69A-181(b)

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

WHEREAS, at its meeting of August 28, 2013, the Municipal Council adopted Ordinance 13-081 amending Chapter 3 of the Jersey City Municipal Code, which amended and supplemented various Articles and affecting different Departments within the City's Administration; and

WHEREAS, N.J.S.A. 40:69A-181(b) provides for a 20-day period prior to the effective date of an ordinance after adoption unless the Municipal Council, by resolution, declares an emergency; and

WHEREAS, it is necessary that this ordinance become effective immediately in order to insure that the departmental reorganizations and consolidations take effect as soon as possible to ensure an immediate more efficient administration of the government, especially the provision of police services, which is also in the best interest of the City of Jersey City.

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

1. An emergency is hereby declared for the reasons set forth herein and on the record; and
2. Pursuant to N.J.S.A. 40:69A-181(b) the 20-day waiting period prior to the effective date of Ordinance 13-081 is hereby waived so that this Ordinance may become effective immediately.

JM/he
8/07/13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

APPROVED

GE 8.28.13

	RECORD		
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

WITHDRAWN

COUNCILPERSON	AYE	NAY	N.V.
ARRO			
IRA			
TERMAN			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Muni

President of Council

Jert Byrne, City Clerk

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

City Clerk File No. RES. 13, 557

Agenda No. 10.D.

Approved: AUG 28 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
Port Security Grant-FEMA	0	\$466,667

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

	FROM	TO
Port Security Grant-FEMA	0	\$466,667

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: *Rolando Lavarro, Jr.*

APPROVED: *[Signature]*
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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. 13.558

Agenda No. 10.E.

Approved: AUG 28 2013

TITLE:



RESOLUTION DESIGNATING CARLO ABAD AS CHIEF JUDGE OF THE JERSEY CITY MUNICIPAL COURT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Carlo Abad is a Municipal Court Judge who was designated as Acting Chief Judge by the Hon. Peter F. Bariso, Jr., AJSC; and

WHEREAS, pursuant N.J.S.A. 2B:12-8 and §23-8 of the Jersey City Municipal Code, the Honorable Steven M. Fulop has advised the Municipal Council by a letter dated July 10, 2013, that he has designated Carlo Abad as Chief Judge of the Municipal Court of the City of Jersey City; and

WHEREAS, the designation of a Chief Judge requires the advise and consent of the Municipal Council.

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

The designation of Carlo Abad as the Chief Judge, is hereby consented to pursuant to N.J.S.A. 2B:12-8 and §23-8 of the Jersey City Municipal Code.

JM/hc

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required

Not Required

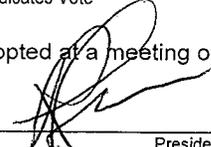
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	✓			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



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

August 14, 2013

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

RE: Designation of Chief Municipal Court Judge

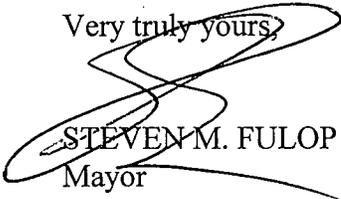
Dear Council President and Members:

In the letter of July 11, 2013 from Jeremy Farrel, Corporation Counsel, you were sent the resume of Carlo Abad and advised of his proposed designation as Chief Judge of the Municipal Court of the City of Jersey City.

Having received no material objection to the designation, this is to advise you that I am designating the Hon. Carlo Abad, a resident of the City of Jersey City, as the Chief Judge of the Municipal Court. The Hon. Abad is presently serving as a Municipal Court Judge and, in accordance with the direction of Judge Bariso, its Acting Chief. A copy of his resume is attached.

In accordance with N.J.S.A. 2B:12-4(b) and §23-8 of the Jersey City Municipal Code, I respectfully request the advice and consent of the Municipal Council to this designation.

Very truly yours,


STEVEN M. FULOP
Mayor

SMF/he

cc: Robert Byrne, City Clerk

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

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV
WWW.CITYOFJERSEYCITY.COM

Carlo Abad
63 Riverview Road Jersey City, NJ 07305 (201) 274-3411

**BAR
ADMISSION**

Admitted in New Jersey and New York

EDUCATION

Benjamin N. Cardozo School of Law, New York, NY

Jurist Doctorate awarded June 2000 - Member: Asian/Pacific Islander Law Student Association

Co-President - Benjamin N. Cardozo Entertainment Law Society - (ITAP) Intensive Trial Advocacy Program Participant

Rutgers University, New Brunswick, NJ

B.S. with High Honors, May 1997; Major: Administration of Justice

Double Minor: Political Science and Philosophy; Sociology Certificate in Criminology

Academic: G.P.A. 3.70 Major G.P.A. 3.71

Honors: Henry Rutgers Scholar - Full year project researching and writing published thesis; "Constitutional Issues Arising From Cyberspace: May the Government Regulate the Internet Without Abridging Our First Amendment Rights?"
Golden Key National Honor Society, Dean's List

Activities: Pre-Law Society, Rutgers Association of Philippine Students & Intramural Floor Hockey

University of Hawaii, Hilo, HI

Honors: Dean's List

Activities: S.T.A.N.D. (Students Taking All New Directions) - Student Coordinator, 1992-1993

Duties included coordinating group student activities and social events.

EXPERIENCE

Jersey City Municipal Court Judge - Jersey City, NJ

Municipal Court Judge - July 08 to Present

Presided over all criminal, traffic, and municipal ordinance violations including pre-trial conferences, motions, and trials. Further presided over domestic violence matters including temporary restraining orders.

Newark Prosecutor's Office - Newark, NJ

Assistant Municipal Prosecutor - February 08 to July 08

Prosecuted various criminal offenses, domestic violence offenses, traffic violations, and municipal ordinances for the City of Newark. Duties include conducting plea bargaining, trial preparation, motion practice, and trials.

Jersey City Prosecutor's Office - Jersey City, NJ

Assistant Municipal Prosecutor - January 06 to July 08

Prosecuted various criminal offenses, domestic violence offenses, traffic violations, and municipal ordinances for the City of Jersey City. Duties include conducting plea bargaining, trial preparation, motion practice, and trials.

Pathak and Shah, LLP - South Plainfield, NJ

Of Counsel - January 05 to July 08

Duties include defense work for all criminal violations ranging from disorderly persons offenses to first degree indictable crimes. Other duties include defense and prosecution for domestic violence restraining orders for private litigants and all traffic violations including DWI.

Essex County Prosecutor's Office - Newark, NJ

Special Deputy Attorney General/Assistant Prosecutor, September 2001 to December 2004

Duties included conducting trial preparation and presentment, preparing plea offers and negotiating pleas. Other assignments included screening cases, presenting cases to the grand jury, arguing bail motions, arguing PTI appeals, and coordinating the calendars for the Pre-Indictment Plea Disposition and Drug Courts.

The Honorable Frederick P. DeVesa, P.J.S.C. & The Honorable Phillip L. Paley, J.S.C. - Middlesex County, NJ

Law Clerk, September 2000 to August 2001

Primary duties include managing motion calendar and researching and writing legal memoranda for various criminal motions, municipal appeals, and pretrial intervention appeals. Further completed Mediation and Conciliation Skills Program and conducted mediation for special civil litigants.

The Honorable Robert A. Longhi, Assignment Judge - Middlesex County, NJ

Judicial Intern, September 1998 to May 1999

Primary responsibilities included processing Orders to Show Cause, preparing and researching legal memoranda, reviewing papers for municipal appeals, and analyzing briefs for a wide variety of motions. Other duties consisted of reviewing and conforming Wage Execution Orders, Consent Orders, Petitions for Discovery, and Default Judgments.

Brach, Eichler, Rosenberg, Silver, Bernstein, Hammer & Gladstone, P.C., Roseland, NJ

Law Clerk, September 1997 to May 1998

Primary duties included conducting legal research for property tax appeals, drafting and writing motions to the New Jersey Tax Court, gathering information from clients for discovery, and organizing financial information for expert appraisers. Further assisted by working hands-on in case management of over 1000 commercial and residential properties and assisting property owners in the New Jersey Tenant Rebate Program.

United States Attorney's Office - Civil Division, Newark, NJ

Intern, Spring 1996

Assisted U.S. Attorneys with case preparation including legal research, organizing case information, and creating charts for major Medicare fraud case. Other duties consisted of assisting in the Asset Forfeiture Division by indexing precedent cases, filing legal documents, and developing interrogatories.

Federal Public Defender's Office, Newark, NJ

Intern, Summer 1995

Assisted attorneys and investigators in gathering research; interviewed clients and witnesses; served subpoenas, and completed all other investigative work deemed necessary for trial preparation.

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

City Clerk File No. RES. 13-559
 Agenda No. 10.F.
 Approved: AUG 28 2013
 TITLE:



RESOLUTION APPOINTING MARK C. CURTIS AS A FULL-TIME JUDGE IN THE JERSEY CITY MUNICIPAL COURT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, pursuant to N.J.S.A. 2B:12-4(b), the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated July 10, 2013, that he has appointed Mark C. Curtis as a full-time Judge of the Municipal Court to replace Nesle A. Rodriguez, who resigned and whose term expires March 22, 2014; and

WHEREAS, Mark C. Curtis is well qualified to serve as a full-time Judge in the Jersey City Municipal Court; and

WHEREAS, pursuant to N.J.S.A. 2B:12-4(a), an appointment to fill a vacancy arising from a resignation can only be for the unexpired term of the previous appointment; and

WHEREAS, pursuant to N.J.S.A. 2B:12-4(a), Mr. Curtis' term will commence upon adoption of this resolution and expire on March 22, 2014; and

WHEREAS, the appointment requires the advise and consent of the Municipal Council.

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

1. The Mayor's appointment of Mark C. Curtis as a full-time Judge of the Municipal Court of the City of Jersey City, is hereby consented to, pursuant to N.J.S.A. 2B:12-4(b).
2. The appointment of Mark C. Curtis as a full-time Judge, be and is hereby approved to commence on the adoption of the within resolution and to expire on March 22, 2014.

JM/he

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 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	✓			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



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

August 14, 2013

Council President and
Members of the Municipal Council
280 Grove Street
Jersey City, N.J. 07302

RE: Appointment of Mark C. Curtis
As a Full-Time Municipal Court Judge

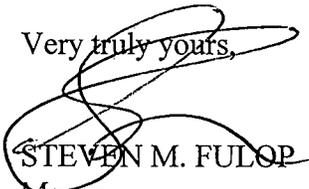
Dear Council President and Members:

In the letter of July 11, 2013 from Jeremy Farrel, Corporation Counsel, you were sent the resume of Mark C. Curtis and advised of his proposed appointment as Judge of the Municipal Court of the City of Jersey City.

Having received no material objection to the appointment, this is to advise you that I am appointing Mark C. Curtis, a resident of the City of Jersey City, as a full-time Judge of the Municipal Court of Jersey City to replace Nesle A. Rodriguez, who resigned. Because Mr. Curtis' appointment is to fill a vacancy arising from a resignation, his term can only be for the unexpired term of the prior appointment. Therefore, Mr. Curtis' term will commence upon adoption of a Resolution and expire on March 22, 2014. A copy of his resume is attached.

In accordance with N.J.S.A. 2B:12-4(b), I respectfully request the advice and consent of the Municipal Council to this appointment.

Very truly yours,


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
WWW.CITYOFJERSEYCITY.COM

SMF/he
cc: Robert Byrne, City Clerk

MARK C. CURTIS, ESQ.
53 Garrison Avenue
Jersey City, New Jersey 07306
Telephone (201) 360-0786
Cell Telephone (973) 534-9748
E-mail address: mcurtis86@msn.com

Admitted to New Jersey Bar.
Member of Hudson County Bar Association

EDUCATION: **Seton Hall University School of Law**
Newark, New Jersey
Juris Doctor Degree, June 1985

Saint Peter's College
Jersey City, New Jersey, June 1982
B.A., Summa Cum Laude, 3.80 Grade Point Average
Double Major: English Major and Political Science Major
Awarded Political Science Graduation Award

ACTIVITIES: **Hudson County Legal Services Pro Bono Attorney Program**
Successfully completed Hudson Inns of Court

EXPERIENCE: **MUNICIPAL PROSECUTOR'S OFFICE**
City of Jersey City (2009 to March 2013)
Assistant Municipal Prosecutor assigned to prosecute criminal motor vehicle violations and violations of the municipal code.

LAW OFFICES OF MARK C. CURTIS
Jersey City, New Jersey (September 1997 to Present)
Private general law practice that includes civil litigation, administrative law, family law litigation, contract review, commercial transactions and real estate.

LYCA TEL, LLC
STAFF ATTORNEY
Newark, New Jersey (April 2007 to June 2008)
Duties included overseeing civil litigation, resolving personnel discipline matters, review of contracts, compliance with Federal anti-money laundering laws, and compliance with public utility laws involving telecommunications. Handled customer and employee inquiries. Supervised cases and filings of outside counsel.

MUNICIPAL UTILITIES AUTHORITY-
SENIOR STAFF ATTORNEY
Jersey City, New Jersey (May 2002 to March 2005)
Duties included civil litigation, prosecuting and resolving personnel discipline matters, real estate, review of contracts, commercial litigation, ensured compliance with applicable regulations, handled customer and employee inquiries, tracked and managed cases of both outside counsel and in house counsel.

CHASAN, LEYNER, BARISO & LAMPARELLO, ESQS.

Jersey City, New Jersey (November 1988 to 1999)

Practiced civil and insurance litigation in negligence and environmental areas. Also, gained trial experience in a wide variety of litigated matters such as commercial and banking transactions, consumer disputes and contract litigation. Municipal Court defense work. Experienced in trial and appellate litigation. Familiar with Lexus Nexus and Westlaw research.

JERSEY CITY LAW DEPARTMENT

Jersey City, New Jersey (1983 to 1986)

Law Clerk handling municipal law cases and research. Handled appellate court litigation, research for the municipal court and municipal council.

Reported Decisions:

Donelan v. Doherty, 227 N.J. Super 535 (App. Div. 1988)

Clifton v. Passaic Valley Water Com'n, 224 N.J. Super 53 (Law Div. 1987) Affirmed on appeal Superior Court, Appellate Division and by N.J. Supreme Court in Mayor and Mun. Council v. Water Com'n, 115 NJ 126 (1989).

References and writing samples available on request.

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

City Clerk File No. RES. 13.560

Agenda No. 10.G.

Approved: AUG 28 2013

TITLE:



RESOLUTION APPOINTING THOMAS KUKLA AS A MEMBER OF THE JERSEY CITY HOUSING 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 August 15, 2013 that he has appointed **Thomas Kukla** of 101 Poplar Street, Jersey City, New Jersey, as a member of the **Jersey City Housing Authority**, replacing Russell Robinson, whose term has expired, for a term to commence upon adoption of this resolution and expire on May 16, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Thomas Kukla** as a member of the **Jersey City Housing 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 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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.h

Meeting 08.28.13

August 15, 2013

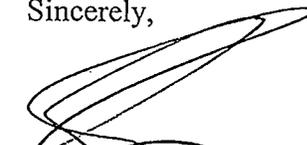
President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey
07302

Dear Council President and Members,

Kindly be advised that I have appointed **Thomas Kukla**, of 101 Poplar Street, Jersey City, New Jersey, to serve as a **Member** of the **Jersey City Housing Authority**. Mr. Kukla is replacing Russell Robinson, whose term has expired. Mr. Kukla's term will commence upon the adoption of a resolution and expire on May 16, 2018.

I respectfully request your advice and consent on this appointment.

Sincerely,



Steven M. Fulop
Mayor

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Acting Business Administrator
Robert Byrne, City Clerk
Maria T. Maio, Executive Director, J.C. Housing Authority
Muhammed Akil, Chief of Staff
Nancy Warlikowski, Mayor's Office
Thomas Kukla

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

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

Thomas Kukla

Experience

May 4, 2012 to Present Component Assembly Systems Wall, NJ

Shop Steward

- 525 Washington St. - Jersey City, NJ
 - Jersey City Department of Public Works Project – Linden Ave., Jersey City, NJ
-

December 6, 2011 to Nastatasi and Associates Hauppauge, NY
May 11, 2012

Shop Steward

- Enterprise Avenue Project – Secaucus, NJ
-

July 5, 2011 to John O'Hara Company East Orange, NJ
November 29, 2011

Shop Steward

- Project - 2 Montgomery Street – New York / New Jersey Port Authority
-

Certifications

- Shop Steward Certified
 - OSHA 40 Certification
-

Education

January 1986 – Joseph J. D'Aries Carpenters Training Center Kenilworth, NJ
December 1990

- Graduated from the New Jersey Carpenter Apprenticeship Program
 - Journeyman Carpenter the past December 1990 – Present.
 - Shop Steward for the previous 15 years
-

References

References are available on request.

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

City Clerk File No. RES. 13.561

Agenda No. 10.H.

Approved: AUG 28 2013

TITLE:



RESOLUTION APPOINTING GERARD M. BALMIR, JR. 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 August 15, 2013, that he has appointed **Gerard M. Balmir, Jr.** of 30 Regent Street, Apt. #906, Jersey City, New Jersey as a Member of the **Jersey City Municipal Utilities Authority**, replacing Donald R. Brown, who has resigned, for a term to commence immediately upon adoption of this resolution and expire on January 31, 2014.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Gerard M. Balmir, Jr.** 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 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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.i

Meeting 08.28.13

August 15, 2013

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 **Gerard M. Balmir, Jr.**, of 30 Regent Street, Apt. #906, Jersey City, New Jersey, to serve as a **Member of the Jersey City Municipal Utilities Authority**. Mr. Balmir is replacing Donald R. Brown, who has resigned, for a term that will commence upon the adoption of a resolution and expire January 31, 2014.

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
Daniel Becht, Esq., Executive Director, M.U.A.
Muhammed Akil, Chief of Staff, Mayor's Office
Nancy Warlikowski, Mayor's Office
Gerard M. Balmir, Jr.

GERARD M. BALMIR, Jr.

30 Regent St

Apt 906

Jersey City, NJ 07302

(973) 979-2906 cell

GMBalmir@gmail.com

GOVERNMENT/UNION EXPERIENCE:

Laborers Eastern Region Organizing Fund, NY/NJ/Delaware/Laborers - Employers Cooperation and Education Trust 5/07 – Present

Government & Community Affairs

- Develop and implement strategy for lobbying State, County, and Municipal governments on Laborers issues
- Coordinate Laborers Green Initiative through the American Recovery Reinvestment Act
- Coordinate Union membership political activities
- Conduct Civic Education training for Union membership
- Establish partnerships with community organizations

Office of the Secretary of State, Trenton, NJ, 03/05 – 08/05

Aide to the Secretary of State

- Staffed Secretary of State at meetings and events to record concerns raised and coordinate follow up
- Assisted Secretary of State staff with schedule development

Governor's Office of Appointments, Trenton, NJ, 11/04-3/05

Manager of Outreach

- Conducted outreach to recruit and education underrepresented groups about board and commissions
- Served as a liaison between the Office on Appointments and constituency groups
- Prepared internal correspondence to the Office of the Governor

Office of the Governor, Trenton, NJ, 01/02 – 08/04

Field Representative

- Governor's liaison to 72 municipalities within Passaic, Hudson, Essex, and Union County
- Advocate for issues resolution with better State departments and local elected officials
- Responsible for organizing press conferences, constituent events, and outreach meetings

Office of the Mayor, Woodbridge Township, Woodbridge, NJ, 10/98 - 8/00

Aide to the Mayor

- Staffed Mayor at all events and meetings and followed up on issues raised during meetings
- Correspond between the Mayor and scheduling department to set up meetings.
- In conjunction with the scheduling department developed daily and monthly traveling schedule based on the Mayors request.

CAMPAIGN EXPERIENCE:

Jon Corzine for Governor Campaign, State of NJ, 9/09 – 11/09

African American Statewide Base Vote Director

- Coordinated outreach to African American community groups throughout the State
- Managed campaign staff, providing guidance with ensuring all tasks were completed in a timely manner.
- Coordinated and managed all field operations for African American Base Vote program statewide.
- Developed and managed the African American Base Vote Get Out the Vote (GOTV) budget.

Robert Menendez for Senate, State of NJ (7/06 – 11/06)

African American Statewide Base Vote Director

- Coordinated outreach to African American community groups throughout the State
- Managed campaign staff, providing guidance with ensuring all tasks were completed in a timely manner.
- Coordinated and managed all field operations for African American Base Vote program statewide.
- Developed and managed the African American Base Vote Get Out the Vote (GOTV) budget.

Committee to Re-Elect Torres Mayor, Paterson, NJ (2/06 – 5/06)

Campaign Manager

- Develop and implement campaign plan.
- Manage campaign budget.
- Interview, hire, and manage campaign staff and campaign vendors.

Governor Elect Jon Corzine Inaugural Committee, Trenton, NJ (11/05 – Present)

Political Director

- Responsible for providing Inaugural Committee information to Elected Officials throughout New Jersey
- Serve as the liaison between Elected Officials and the Inaugural Committee staff.
- Provide Inaugural Committee Director with political landscape information regarding event location and planning

Jon Corzine for Governor Campaign, State of NJ, 8/05 – 11/05

City of Paterson Base Vote Coordinator/Passaic County GOTV Director

- Coordinated field operations such as voter registration, canvasses, literature drop, phone banks and lawn sign distribution
- Monitored the daily attendance and performance of volunteers and paid staff
- Coordinated the GOTV operation and budget for all of Passaic County

Kerry/Edwards Presidential Campaign, State of NJ, 8/04 – 11/04

New Jersey Political Director

- Coordinated outreach to the stakeholder constituent groups throughout the State
- Coordinated surrogates to campaign in New Jersey on behalf of Kerry/Edwards
- Managed campaign staff ensuring all tasks were completed in a timely manner

Labor Action Committee, Newark, NJ, 9/00 – 05/02

McGreevey for Governor, Field Coordinator

City of Newark Mayoral Election, Field Coordinator

Jersey City Mayoral Election, Field Coordinator

Newark School Board Election, Field Coordinator

- Coordinated field and GOTV budgets and operations such as voter registration, canvasses, literature drop, phone banks, lawn sign distribution as well as food distribution and transportation for Election Day
- Monitored the daily attendance and performance of volunteers and paid staff
- Assisted in the development of the Election Day challengers program in Essex County base vote areas

EDUCATION:

Rutgers University, New Brunswick, NJ, Major - Urban Studies and Community Planning, 2003-2004

Marist College, Poughkeepsie, NY, Major – Biology, 1994-1996

SPECIAL APPOINTMENTS:

City of Trenton Planning Board, 2008-2012, Vice Chair, 2009-2011

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

Robert Hynes, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk
Tofonda Griffin-Ross, Deputy City Clerk



Telephone: (201) 547-5150
Fax: (201) 547-5451

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: 7-26-13

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

- a) Jersey City MUA
- b) _____
- c) _____

Name: Gerard M Balmir, Jr

Address of Residence: 30 Regent St, Apt 906

Phone Number: 973-979-2906

E-mail Address: GMBalmir@gmail.com

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

Trenton Planning Board Member

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

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

Signature: [Handwritten Signature]

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

City Clerk File No. RES. 13.562
 Agenda No. 10.I.
 Approved: AUG 28 2013
 TITLE: _____



RESOLUTION APPOINTING MAYOR STEVEN FULOP AS TRUSTEE OF THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY, INC.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the North Jersey Transportation Planning Authority, Inc., is a planning cooperative consisting of elected officials who are dedicated to the development of transportation systems that will maximize the mobility of people and goods through urbanized areas of northern New Jersey, in an environmentally responsible manner; and

WHEREAS, pursuant to Article IV, Section 2(3), the City of Jersey City Trustee may be the Mayor, whose appointment is subject to confirmation by the Municipal Council; and

WHEREAS, Mayor Steven M. Fulop desires to serve as the City of Jersey City Trustee to the North Jersey Transportation Planning Authority, Inc.; and

WHEREAS, Mayor Steven M. Fulop will serve ex officio, with his term to expire on June 30, 2017.

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

Mayor Steven M. Fulop be and is hereby confirmed as the City of Jersey City Trustee to the North Jersey Transportation Planning Authority, Inc., to serve ex officio with his term to expire on June 30, 2017.

JM/he
8/20/13

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 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

10. I.
13.562

August 21, 2013

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

Re: Appointment of Mayor Steven M. Fulop as Trustee to the
North Jersey Transportation Planning Authority, Inc. [NJTPA]

Dear Council President and Members:

The by-laws of the North Jersey Transportation Planning Authority, Inc., (NJTPA) provide that: One (1) of the Trustees of the board shall be from the City of Jersey to be appointed by the Mayor of the City and confirmed by its governing body. The City Trustee must either be the Mayor or councilperson.

It is my desire to serve ex officio as the City of Jersey City Trustee until the expiration of my term.

I respectfully request the advice and consent of the Municipal Council to this appointment.

Very truly yours,

STEVEN M. FULOP
Mayor

SMF/he
cc: Robert Byrne, City Clerk

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

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV
WWW.CITYOFJERSEYCITY.COM

BY-LAWS

OF

NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY, INC.

(Incorporated under the Laws of the State of New Jersey)

ARTICLE I

POWERS OF THE CORPORATION

The Corporation shall have perpetual succession by its corporate name; may sue or be sued, complain and defend in any court; make and use a common seal and alter same at pleasure; choose such officers, managers, agents and employees as the business of the Corporation may require; promulgate and from time to time amend or repeal by-laws for the management of its property and the regulation of its affairs; may contract and be contracted with; take and hold by lease grant, gift, purchase, devise or bequest, any property, real or personal, necessary or desirable for attaining the objects and carrying into effect the purposes of the Corporation, subject, however, to any alteration or modification hereafter made by general law as to the amount of real and personal property to be held by the Corporation; may transfer and convey its real or personal property; may borrow money for the purposes of the Corporation and issue bonds therefore, and secure the same by mortgage, trust deed or other lien; may invest and re-invest its funds; and may exercise any corporate powers necessary or incidental to the exercise of the powers above enumerated.

ARTICLE II

AIMS AND PURPOSES OF THE CORPORATION

The purpose of the Corporation shall be those set forth in its Certificate of Incorporation. These may include, not by way of limitation or enlargement but solely for purposes of illustration, the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and through urbanized areas in northern New Jersey and minimize transportation-related fuel consumption and air pollution through a continuous, cooperative and comprehensive transportation planning process and to serve as the forum for cooperative decision making, on regional transportation issues, by principal elected officials of general purpose local government in Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union and Warren counties; the cities of Newark and Jersey City; and, the State or regional agencies or representatives responsible for transportation. The efforts of the Corporation shall be designed to primarily benefit the thirteen above mentioned counties and two Cities and not necessarily the Trustees or Officers of the Corporation. In furtherance of the

aforementioned purpose, the Corporation may exercise any and all of the powers enumerated in N.J.S.A. 15A:3-1, as supplemented and amended.

Notwithstanding any other provision of this Certificate, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under section 501 (c)(4) of this Internal Revenue Code of 1992 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE III

OFFICE - REGISTERED OFFICE; RESIDENT AGENT

SECTION 1. Registered Office; Resident Agent. The Corporation shall have and continuously maintain a registered office at One Gateway Center, City of Newark, County of Essex, State of New Jersey and a resident agent upon whom service of process against the Corporation can be made in accordance with the laws of the State of New Jersey (N.J.S.A. 15A:1-5). The initial registered agent shall be Glenn F. Scotland, Esq., at the law firm of McManimon & Scotland, Esqs. The registered agent may be changed as the Board of Trustees, hereafter referred to as the "Board", may designate from time to time.

ARTICLE IV

BOARD OF TRUSTEES

SECTION 1. General. The business, affairs and properties of the Corporation shall be managed by a Board of Trustees which shall exercise all of the powers of the Corporation. The Corporation shall have no members.

SECTION 2. Number, Qualifications and Terms of Trustees. The number of Trustees shall be twenty (20). All Trustees shall be of legal age. The qualifications and terms of trustees are as follows:

1) One (1) Trustee shall be the Commissioner of the New Jersey Department of Transportation for the period that the Commissioner remains in office and, upon cessation of duty as Commissioner, the Trusteeship shall automatically pass to the new Department of Transportation Commissioner.

2) One (1) Trustee shall be from each of the following counties: Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union and Warren ("County Trustees"). For counties that do not operate under the County Executive form of government, the Board of Chosen Freeholders in each of the counties shall chose one of its members to serve as Trustee. For counties that operate under the County Executive form of government, the Trustee to the Corporation shall be a local elected official and shall be appointed by the County Executive and confirmed by the Board of Chosen Freeholders. County Trustees shall serve while they remain local elected officials. For purposes of this subparagraph 2), "local elected official" shall mean the County Executive or any freeholder within the County.

3) One (1) Trustee from the City of Newark and one (1) Trustee from the City of Jersey shall be appointed by the mayor of the city and confirmed by the governing body ("City Trustees"). City Trustees shall be local elected officials and shall serve while they remain local elected officials. For purposes of this subparagraph 3), "local elected official" shall mean the Mayor or any councilperson within the City.

4) One (1) Trustee shall be the Executive Director of the New Jersey Transit Corporation. The Executive Director of New Jersey Transit Corporation shall serve as a Trustee only while holding the position of Executive Director. Upon cessation of term as Executive Director, the new Executive Director shall immediately replace the former Executive Director as Trustee to the Corporation.

5) One (1) Trustee shall be the Governor of the State of New Jersey ("Governor") or a representative from the Governor's Office appointed by the Governor who shall serve at the pleasure of the Governor for so long as the Governor shall remain the chief elected officer in the State.

6) One (1) Trustee shall be a citizen representative appointed by the Governor who shall serve at the pleasure of the Governor.

7) One (1) Trustee shall be the Deputy Executive Director of the Port Authority of New York and New Jersey. The Deputy Executive Director of the Port Authority of New York and New Jersey shall serve as a Trustee only while holding the position of Deputy Executive Director. Upon cessation of term as Deputy Executive Director, the new Deputy Executive Director shall immediately replace the former Deputy Executive Director as a Trustee to the Corporation.

The Initial Board shall consist of the persons set forth in the Certification of Incorporation of the Corporation. All Trustees shall serve until the expiration of their terms of office as a Trustee or until their successor is appointed. All Trustees shall have full and equal voting rights and responsibilities as members of the Board.

SECTION 3. Attendance at Meetings. Each Trustee or alternate Trustee (designated by such Trustee in accordance with Section 4 of this Article IV), in aggregate, shall attend not less than four (4) regular meetings per year and, in aggregate, shall not fail to attend three (3) consecutive regular meetings during his or her term of office. Failure to comply with the requirements of this provision shall result in automatic disqualification as a Trustee and a successor Trustee shall be selected or appointed in the manner provided in Section 2 of this Article IV.

SECTION 4. Alternates. Each Trustee may designate in writing to the Secretary of the Corporation one alternate Trustee (the "Trustee") who shall be empowered to attend meetings and act in the Trustee's behalf; provided, that no Alternate shall be qualified to serve as an Officer of the Corporation.

SECTION 5. Vacancies.

(a) Elected Officials: Any vacancy, occurring by reason of death, resignation, refusal to serve, removal or otherwise, of a Trustee who was an elected local official shall be filled by an elected local official chosen or appointed in the same manner the vacating Trustee was chosen or appointed under section 2 of this article. The successor Trustee shall serve for as long as he/she remains an elected local official.

(b) Others: Any vacancy, occurring by reason of death, resignation, refusal to serve, removal or otherwise, of a Trustee who was not an elected local official shall be filled in accordance with the Article IV, section 2 procedure that the vacating Trustee was appointed under and the successor Trustee shall serve for the remainder of the vacating Trustee's term, with the exception that, in the event of a vacancy in the office of Deputy Executive Director of the Port Authority of New York and New Jersey, the Trustee shall be the Chairman of the Port Authority of New York and New Jersey.

ARTICLE V

OFFICERS

SECTION 1. Number. The Officers of the Corporation shall be a Chairperson, a First Vice-Chairperson, Second Vice-Chairperson, a Third Vice-Chairperson, a Secretary, and such other Officers as may be designated by the Board from time to time to perform such duties as may be designated by the Board. Only Trustees (not alternates) of the Corporation shall serve as Officers of the Corporation.

SECTION 2. Election and Term of Office.

(a) The Officers shall be Trustees (not alternates). The offices of Chairperson, First Vice-Chairperson, Second Vice-Chairperson and Secretary shall be elected by a majority of the Trustees to serve a two (2) year term (the "Elected Officers"). The office of the Third Vice-Chairperson shall be selected by the Chairperson in his or her sole discretion, provided that if the Elected Officers are all comprised of representatives of the same political party, then the Chairperson shall select a Third Vice-Chairperson representing a different political party.

(b) The Chairperson shall select a Nominating Committee that shall be responsible for selecting a slate of Officers to be presented to the Trustees for consideration. The Nominating Committee shall consist of three (3) Trustees (not alternates) and different political parties shall be represented among its members.

(c) The election and selection of Officers shall take place at the regular annual meeting (as defined in Section 1 of Article VIII) of the Board in alternate years. If the election of Officers shall not be held at such meeting, such election shall be made as soon thereafter as

conveniently may be. Each officer shall hold office until the next election and selection of Officers or until his or her successor shall have been elected or selected. Except as otherwise provided in these Bylaws, any vacancy occurring in any office shall be filled by the Trustees or the Chairperson, as the case may be, in the manner that the original position was filled for the unexpired term of the office so vacated. Elected Officers shall be replaced by a vote of the Trustees at a regular or special meeting of the Corporation.

SECTION 3. Removal of Officers and Agents by Trustees. Any officer or agent of the Corporation elected or appointed by the Board may be removed at any time by a 66 2/3 vote of the then membership of the Board whenever in its judgment the best interests of the Corporation will be served thereby. Such removal, however, shall be without prejudice to and shall not be in derogation of the contract rights, if any, of the person so removed. The appointment of a person to the position of officer of the Corporation shall not in and of itself create any contract rights.

SECTION 4. Duties. The duties of the Officers of the Corporation shall be those as usually pertain to such Officers of corporations generally, except as may be otherwise prescribed by these Bylaws or by the Board.

SECTION 5. Chairperson. The Chairperson shall:

(a) preside at all meeting of the members of the Board and have the power to appoint all subcommittees, designate the chairperson of subcommittees, to call meetings and serve as an ex-officio member of all subcommittees.

(b) approve the addition of items to the agenda for consideration where such items have not been submitted in accordance with the requirements of Section 3 of Article VIII.

(c) in general, perform all duties incident to the office of the Chairperson and such other duties as may be prescribed by the Board from time to time.

(d) have the power to sign and seal deeds, mortgages, deeds of trusts, notes, bonds, contracts or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed.

SECTION 6. Vice-Chairpersons. The Vice-Chairpersons shall:

(a) In the absence of the Chairperson or in the event of the Chairperson's death, inability or refusal to act, in the order of their designation, perform the duties of the Chairperson, and who so acting shall have the powers of and be subject to all the restrictions upon the Chairperson; and

(b) in general perform such other duties as may be prescribed by the Board or the Chairperson from time to time.

SECTION 7. Secretary. The Secretary shall:

(a) keep the minutes of the meetings of the Board in one or more books provided for that purpose;

(b) see that all notices are duly given in accordance with these Bylaws or as required by law;

(c) be custodian of the corporate records and seal of the Corporation, an impression of which appears below, and affix the seal of the Corporation to documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws;

[SEAL]

(d) keep a register of the names and post office addresses of all Trustees;

(e) have general charge of the books of the Corporation;

(f) keep on file at all times a complete copy of the Certificate of Incorporation and Bylaws of the Corporation containing all amendments thereto (which copy shall always be open to the inspection of any Trustee), and at the expense of the Corporation forward a copy of the Bylaws and of all amendments thereto to each Trustee;

(g) in general, perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned to him by the Board; and

(h) also serve as Treasurer of the Corporation.

SECTION 8. Executive Director. The Trustees, after hearing the recommendation of the Executive Committee, shall elect an Executive Director to serve upon such terms as shall be determined by the Board and as may be reflected in the terms of an agreement between the Executive Director and the Board. The Executive Director shall be the chief operating officer of the Corporation, shall attend all meetings of the Board, and shall be empowered with such authority and have such duties as shall be given to the Executive Director by the Trustees. The Executive Director shall make staffing and technical advisory recommendations to the Executive Committee for its further review and approval. For purposes of Article VII, Article X and Article XI, the Executive Director shall be deemed to be an officer of the Corporation.

SECTION 9. Expense Reimbursement. The Trustees shall be entitled to reimbursement for all costs reasonably incurred by the Trustees in the performance of their duties as Trustees of the Corporation.

ARTICLE VI

Committees

SECTION 1. Executive Committee. The Officers of the Corporation shall constitute the Executive Committee. The Executive Committee may act on behalf of the Corporation in any administrative matter when the Board of Trustees is not in session including the power to hire or contract for administrative and technical services as may be required for the Corporation to carry out its corporate purposes. The Executive Committee shall not have the power to act on behalf of the Corporation in any matter related to transit or highway planning or project selection and funding. Three members shall constitute a quorum for the transaction of business. Meetings may be called by the Chairperson or by any three members of the Executive Committee. If practicable, the Secretary shall provide Executive Committee members with seven (7) days prior notice of any Executive Committee meeting.

SECTION 2. Subcommittees. The Chairperson may, at any time appoint other subcommittees on any subject for which there are no standing committees. The members of the subcommittees shall be appointed by the Chairperson and shall be given such duties and powers as necessary, and such subcommittees shall report their findings to the full Board for review and approval.

SECTION 3. Subcommittee Vacancies. The Chairperson shall have the power to fill subcommittee vacancies.

ARTICLE VII

RIGHTS AND LIABILITIES OF TRUSTEES AND OFFICERS

SECTION 1. Property Interest of Trustees and Officers. No Trustee or Officer of the Corporation shall have any right, title or interest in or to any property or assets of the Corporation either prior to or at the time of any liquidation or dissolution of the Corporation.

SECTION 2. Non-Liability for Debts. The private property of the Corporation shall be exempt from execution or other liability for any debts of the Corporation and no Trustee or Officer shall be liable or responsible for any debts or liabilities of the Corporation.

ARTICLE VIII

MEETINGS OF THE BOARD

SECTION 1. Regular Annual Meeting. The regular annual meeting of the Board for the election of Officers shall be held on the second Monday in January (or within seven (7) days of that date) unless at the preceding meeting another date is selected. Failure to hold the annual meeting at the time designated shall not work a forfeiture or dissolution of the Corporation and in the event of such failure the annual meeting shall be held within a reasonable time thereafter.

SECTION 2. Regular Meetings. Regular meetings shall be held on the second Monday of every month (or within seven (7) days of that day) unless at the preceding meeting another date is selected.

SECTION 3. Regular Meeting Agenda. Any Trustee shall have the right to submit any items related to the business of the Corporation to the Executive Director for inclusion on the agenda at any regular meeting provided that any such item must be submitted not later than the Wednesday next preceding the regular meeting date. Any item failing to be submitted in accordance with the timing requirements specified herein may be added by the Chairperson in accordance with Section 5(b) of Article V or by a 3/5 vote of the full membership of the Board of Trustees.

SECTION 4. Special Meetings. Special meetings of the Board may be called by the Chairperson or by a majority of the Trustees and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The Chairperson or the Trustees calling the meeting shall fix the time and place for the holding of the meeting.

SECTION 5. Notice of Board Meetings. Notice of the time and place of the regular annual meeting and of the time, place and purpose of the regular meetings shall be in writing or printed and delivered to each Trustee not less than seven (7) days previous thereto, either personally or by mail, by or at the direction of the Secretary or by or at the direction of the Chairperson or the Trustees calling the meeting. All notices of a special meeting shall state the matter to be considered at the meeting; no other business, other than that stated in the notice, shall be transacted. If delivered personally, the notice shall be deemed to be delivered when actually received by the Trustee. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to each Trustee at his address as it appears on the records of the Corporation with postage thereon prepaid. Notice may be waived before, at or after any meeting.

SECTION 6. Waiver of Notice. Any Trustee may waive in writing any notice of a meeting required to be given to that Trustee by these Bylaws. The attendance of a Trustee at any meeting shall constitute a waiver by such Trustee of any defects in the notice of such meeting except in case a Trustee shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

SECTION 7. Open Public Meetings Act. All regular and special meetings of the Board shall be open to the public and press and shall be conducted in compliance with the Open Public Meetings Act.

SECTION 8. Quorum. A majority of the then members of the Board of Trustees shall constitute a quorum. The subsequent withdrawal of any Trustees such that the number of remaining Trustees shall constitute less than a quorum shall result in the dissolution of the organized meeting and no formal action may be taken by the Board. The act of a majority of the Trustees present at a meeting at which a quorum is determined to exist shall be the act of the Board.

SECTION 9. Votes. Action may be taken and motions and resolutions adopted by the Board at any meetings by the affirmative vote of a majority of the Trustees present.

SECTION 10. Minutes, Gubernatorial Veto. The Secretary shall prepare minutes of every meeting held by the Corporation. Certified copies of the minutes of each meeting shall be sent to the Governor within ten (10) days of the meeting. The vote on any resolution may be vetoed and canceled by the Governor within ten (10) days, Saturdays, Sundays, and legal state holidays excepted, after receipt by the Governor of the certified copy of the minutes of the meeting at which the vote was cast.

ARTICLE IX

NONPROFIT CORPORATION

The Corporation shall at all times be operated as a nonprofit corporation, and no income or profit of the Corporation, shall be paid or payable by the Corporation to any Trustee or Officer as such and shall be operated for the corporate purposes for which said Corporation was created.

ARTICLE X

FINANCIAL TRANSACTIONS

SECTION 1. Contracts. Except as otherwise provided in these Bylaws the Board, by resolution, may authorize any officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. Checks, Drafts, Etc. Except as otherwise provided in these Bylaws, all checks, drafts or other orders for payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officers, agent or agents, employee or employees of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

SECTION 3. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board by Resolution may select or as may be designated by any officer or Officers, agent or agents of the Corporation to whom such power is delegated by Resolution of the Board.

SECTION 4. Acceptance of Gifts. the Board, any Trustee or any officer or Officers, agent or agents of the Corporation to whom such authority is delegated by resolution of the Board may accept on behalf of the Corporation any contribution, gift, grant, bequest or devise for the general purposes or for any special purpose of the Corporation.

SECTION 5. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July of each and every year and shall end on the last day of June of each and every year.

ARTICLE XI

LIABILITY AND INDEMNIFICATION OF TRUSTEES AND OFFICERS

SECTION 1. General Right to Indemnification. The Corporation shall indemnify, defend and hold harmless each Trustee (including any Alternate Trustee and for purposes of this Article, hereinafter "Trustee") and officer of the Corporation (and his heirs, executors and administrators), now or hereafter serving on the Board or on behalf of the Corporation, against all costs, expenses and liabilities reasonably incurred by him or her in connection with or arising out of any claim, action, suit or proceeding in which he or she may be involved by reason of being or having been a Trustee or Officer of the Corporation (whether or not such person continues to be a Trustee or officer at the time of incurring such costs, expenses or liabilities). The term "costs, expenses and liabilities" shall include, but shall not be limited to, court costs, counsel fees and the amount of judgments against, or amounts paid in reasonable settlement by, any such Trustee or Officer.

SECTION 2. Conditions For Indemnification. The Corporation shall not indemnify such Trustee or Officer: (1) with respect to matters as to which such Trustee or Officer shall be finally adjudged in any action, suit or proceeding to have been liable for willful default or gross negligence, consisting of individual misfeasance, malfeasance or nonfeasance, in the performance of his duties as such Trustee or Officer; or (2) in the event that a settlement or compromise of any such claim, action, suit or proceeding is effected, unless (a) the Board of Trustees shall have been furnished with an opinion of counsel for the Corporation to the effect that such settlement or compromise is in the best interests of the Corporation, and that there is no reasonable grounds for liability for willful default or gross negligence, consisting of individual misfeasance, malfeasance or nonfeasance, in the performance of the duties entrusted to such Trustee or Officer on the part of such Trustee or Officer; and (b) the Board of Trustees shall have adopted a resolution approving the terms of such settlement or compromise; and (c) such settlement or compromise shall be approved by the court having jurisdiction of such claim, action, suit or proceeding, with knowledge of the indemnification provided for hereby.

SECTION 3. Right To Indemnification Not Exclusive. The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which any Trustee or Officer or their heirs, executors and administrators may be entitled as a matter of law.

SECTION 4. LIABILITY OF TRUSTEES AND OFFICERS. Notwithstanding the above, neither a Trustee nor an Officer shall be personally liable to the Corporation for damages for any breach of any duty owed to the Corporation, except a breach of duty based upon an act or omission (a) in breach of such person's duty of loyalty to the Corporation; (b) not in good faith or involving a knowing violation of law or (c) resulting in receipt by such person of an improper personal benefit.

ARTICLE XII

MISCELLANEOUS

SECTION 1. Rules and Regulations. The Board shall have power to make and adopt such rules and regulations not inconsistent with law, the Articles of Incorporation, or these Bylaws, as it may deem advisable for the management of the business, affairs and property of the Corporation.

SECTION 2. Staff Support. The Chairperson may request such staff and technical support services from member agencies as necessary to assist the Board in carrying out its responsibilities.

SECTION 3. Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Trustees. All books and records of the Corporation may be inspected by any Trustee for any proper purpose.

SECTION 4. Meeting Procedures. Unless specified otherwise, the latest annotated Revision of Robert's Rules of Order will govern the procedural conduct of the meetings.

SECTION 5. Waiver of Notice, Lapse of Time. Whenever under these Bylaws or the provisions of applicable law the Board or any committee thereof is authorized to take any action after notice to any person or persons or after the lapse of a prescribed period of time, such action may be taken without such notice and without the lapse of such period of time, if at any time before or after such action is completed the person or persons entitled to such notice, or entitled to participate in the action to be taken, submits a signed waiver of notice of such requirement.

ARTICLE XIII

AMENDMENTS

These Bylaws may be altered, amended or repealed by Resolution adopted by the affirmative vote of 66 2/3% of the Trustees present at the regular or special meeting, provided a quorum, as provided in these Bylaws, be present and provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal.

CERTIFICATE

I, the undersigned Secretary of the North Jersey Transportation Planning Authority, hereby certify that the above is a true copy of the Bylaws of said Corporation duly adopted and in full force and effect.

Peter S. Palmer, Secretary

DATED:

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

City Clerk File No. RES. 13. 563

Agenda No. i.c.j.

Approved: AUG 28 2013

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2013-2014 BUDGET OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 92-021** the City of Jersey City established the Historic Downtown Special Improvement District (HDSID) to be operated by the Historic Downtown Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to the specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of Historic Downtown Special Improvement District has submitted its 2013-2014 fiscal year budget, July 1, 2013 – June 30, 2014 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2013-2014 fiscal year budget, July 1, 2013 – June 30, 2014 of the Historic Downtown Special Improvement District, attached hereto as Exhibit A, was approved by the Historic Downtown Special Improvement District at its June 11, 2013 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
 - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
 - (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
 - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
 - (d) at least 10 days before the date of the scheduled hearing
 - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
 - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
 - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2013.

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 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

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Notes

Total fees held by Commerce as a deposit for events - spoke with Councilwoman Candice Osborne to see if these fees can be waived for us.
Security Deposit returned by CC Polychronis Foundation for office at 317 Grove St.

Fax line will be: Eliax-\$10/mo, office line forwarded to NIKOIS call-\$10/mo
All phones for Staff (Clean Team and Administrative) included. Administrative-\$199/mo, Clean Team-\$125/mo

60% of premium (40% paid by employee)

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

City Clerk File No. RES. 13. 564

Agenda No. 10.K.

Approved: AUG 28 2013

TITLE:



RESOLUTION ADOPTING AND RATIFYING THE 2013-2014 BUDGET OF THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of July 17, 2013 the Municipal Council of the City of Jersey City introduced and approved the Central Avenue Special Improvements District following budget for the period July 1, 2013 through June 30, 2014, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on August 28, 2013; and

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

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

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

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

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

1. The Central Avenue Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$135,370.00 for the Central Avenue Special Improvement District for the period July 1, 2013 through June 30, 2014, which sum shall be raised by taxation during the period July 1, 2013 through June 30, 2014.

City Clerk File No. RES. 13.564

Agenda No. 10.K. AUG 28 2013

TITLE:

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

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

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

RB/rj

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

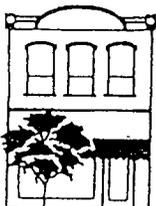
Robert Byrne, City Clerk

Central Avenue Special Improvement District Management Corp.

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

Fiscal Year Budget July 1, 2013 - June 30, 2014

#	Items	SID Assessment	City Aid/ UEZ Fund	Private/ Other	Total Budget
REVENUES					
1	SID Assessment	92,370			92,370
2	City Aid/ UEZ Grant		40,000		40,000
3	Funds Carried Forward			0	0
4	*Sponsorship Programs			3,000	3,000
TOTAL REVENUES =					\$ 135,370
EXPENSES					
<i>Administrative Items</i>					
5	Audit & Accounting	2,670			2,670
6	Rent	6,900			6,900
7	Equipment	1,500			1,500
8	Office Supplies	3,000		-	3,000
9	Telephone/ Internet	1,838			1,838
10	Insurance (Director's, General Liability)	2,000			2,000
11	Other Professional Fees (i.e. legal, license.)	-		2,000	2,000
Administrative Items Subtotal=					\$ 19,908
<i>Business Retention/ Economic Development</i>					
12	Communication & Legal Notices	10,700	20,000	-	30,700
13	Special Events (i.e. Sidewalk Sale Event)	15,762	10,000	1,000	26,762
14	Holiday Lighting/ Streetscape Decorations	-	10,000	-	10,000
Business Retention/ Economic Development subtotal=					\$ 67,462
Program Staff					
15	Personnel (bundled services)	48,000			48,000
Program Staff Subtotal=					\$ 48,000
TOTAL EXPENSES =					
		\$ 92,370	\$ 40,000	\$ 3,000	\$ 135,370
REVENUE / EXPENSE SUMMARY					
					Total Budget
Revenues					\$ 135,370
Expenses					\$ 135,370
Excess / Deficiencies					\$ -



Central Avenue

SPECIAL IMPROVEMENT DISTRICT

www.JCHeights.com

Members of the CASID voted to approve this budget at the Annual Meeting of the Corporation held 6:00 PM on Wednesday April 17, 2013 in the CASID Office

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

City Clerk File No. RES. 13. 565
 Agenda No. 10.L.
 Approved: AUG 28 2013
 TITLE:



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

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on July 25, 2013 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Central Avenue Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

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

WHEREAS, on August 28, 2013, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

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

WHEREAS, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Central Avenue Special Improvement District for the budget year July 1, 2013 through June 30, 2014; and

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

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

APPROVED: _____

APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

Public Notice
City of Jersey City

Central Avenue Special Improvement District 2013-2014

Block	Lot	Qual	Owner		Class	Bill Amt
3702	35		2 SHERMAN PLACE, L.L.C.	261-263 CENTRAL AVE.	4A	\$405.15
3701	38		245 CENTRAL AVE., L.L.C.	245 CENTRAL AVE.	4A	\$375.00
4404	2		250 CENTRAL, LLC	250 CENTRAL AVE.	4A	\$532.35
3701	35		251 CENTRAL AVE., L.L.C.	251 CENTRAL AVE.	4A	\$375.00
3702	34		265 CENTRAL AVE., L.L.C.	265 CENTRAL AVE.	4A	\$345.15
4404	14		274-276 CENTRAL AVE., LLC	274-276 CENTRAL AVE.	4A	\$750.00
3703	29		295 CENTRAL, LLC	295 CENTRAL AVE.	4A	\$375.00
3801	25		298 CENTRAL REALTY HOLDING, LLC	298 CENTRAL AVE	4A	\$375.00
3801	27		302 CENTRAL AVE., LLC	302 CENTRAL AVE.	4A	\$342.00
3801	11		304 CENTRAL ENTERPRISES II, L.L.C.	304 CENTRAL AVE.	4A	\$375.00
2801	25		337 REALTY COMPANY,LLC,C/O RITE AID	337 CENTRAL AVE.	4A	\$749.40
2802	29		343 CENTRAL AVE.,LLC % FABCO E.,INC	343 CENTRAL AVE.	4A	\$375.00
2901	28		344 CENTRAL AVE., LLC	344 CENTRAL AVE.	4A	\$375.00
2802	27		349 CENTRAL AVE, LLC C/O RIVEREDGE	349.5 CENTRAL AVE.	4A	\$913.80
2201	11		398 CENTRAL AVE., LLC	398 CENTRAL AVE.	4A	\$375.00
2804	27		401 REALTY, CORP.	401-03 CENTRAL AVE.	4A	\$757.50
2201	19		414 CENTRAL AVE., JCNJ, LLC	414 CENTRAL AVE.	4A	\$375.00
1508	22		429 CENTRAL AVE., LLC	429 CENTRAL AVE.	4A	\$375.00
2202	3		436 CENTRAL, LLC	436 CENTRAL AVE.	4A	\$375.00
1507	23		447 CENTRAL AVE. HOLDINGS, L.L.C.	447 CENTRAL AVE.	4A	\$405.00
1507	21		451 CENTRAL REALTY, LLC	451 CENTRAL AVE.	4A	\$375.00
2202	10		454 CENTRAL, LLC	454 CENTRAL AVE.	4A	\$375.00
1506	17		475 CENTRAL AVE. REALTY, L.L.C.	475 CENTRAL AVE.	4A	\$375.00
1505	29		505 CENTRAL AVE, LLC.,	505 CENTRAL AVE.	4A	\$375.00
1505	27	C00S1	509 CENTRAL AVE., L.L.C.	509 CENTRAL AVE.	4A	\$190.65
1505	27	C00S2	509 CENTRAL AVE., L.L.C.	509 CENTRAL AVE.	4A	\$274.35
1505	26		511 CENTRAL ASSOC.,LLC%ABE P.,ESQ	511 CENTRAL AVE.	4A	\$465.00
1505	25		513 CENTRAL AVE. CORPORATION	513 CENTRAL AVE.	4A	\$420.00
1601	5		514 CENTRAL AVE., LLC	514 CENTRAL AVE.	4A	\$375.00
1601	1		522 CENTRAL AVE., L.L.C.	522 CENTRAL AVE.	4A	\$286.50
2801	26		A.M. REALTY OF JERSEY CITY, LLC	335 CENTRAL AVE.	4A	\$420.60
4404	7		ACS PROPERTIES, LLC	260 CENTRAL AVE.	4A	\$1,125.00
4404	8		ACS PROPERTIES, LLC	264 CENTRAL AVE.	4A	\$375.00
2202	15	C00B7	ADAMS, MICHAEL A.	464-470 CENTRAL AVE.	2	\$0.00
2201	3	C0002	ADVANCES FOOT & ANKLE CARE	378 CENTRAL AVE.	4A	\$270.00
3701	34		AK 253, L.L.C.	253 CENTRAL AVE.	4A	\$375.00
4404	3		AK 471,LLC	252 CENTRAL AVE.	4A	\$448.35
1601	12		ALVAREZ, ESTELA	498 CENTRAL AVE.	4A	\$252.75
1601	13		ALVAREZ, ESTELA	496A CENTRAL AVE.	4A	\$249.00
1601	16		ALVAREZ, ESTELA	492 CENTRAL AVE.	4A	\$375.00
2202	15	C00C1	ASH, JAMES	464-470 CENTRAL AVE.	2	\$0.00

1601	8	C00C2	AWAD, ABDEL	504 CENTRAL AVE.	2	\$0.00
1504	28		AWANY, ABDUL M.	489 CENTRAL AVE.	4A	\$375.00
1505	27	C002A	AYRES, SHERRY & MARIN, LUIS	509 CENTRAL AVE.	2	\$0.00
1506	21		AZIZ, RAYMOND	467 CENTRAL AVE.	4A	\$252.00
2201	1		B.G. LISSON, L.L.C.	368-374 CENTRAL AVE.	4A	\$1,561.20
2202	15	C00C2	BABEY, JEFFREY	464-470 CENTRAL AVE.	2	\$0.00
2804	28		BALDASSARE, MICHAEL % BLIMPIE	397-99 CENTRAL AVE.	4A	\$587.40
2202	15	C00A6	BELMONT, LAURA & GEOFFREY NILSON	464-470 CENTRAL AVE.	2	\$0.00
1508	23		BOTROL, IHAB & WAGICH	427 CENTRAL AVE.	4A	\$375.00
2802	26		BOWERS CENTRAL C/O P.HIRSCHMANN INC	353-55 CENTRAL AVE.	4A	\$603.75
2901	24		BRAHA N.J.P.RLTY.ASSOC.INC.	320 CENTRAL AVE.	4A	\$780.00
2901	30		BROTHER & BROTHER REALTY, LP	346.5 CENTRAL AVE.	4A	\$318.75
2202	15	C00B4	BROWN, LORENZO	464-470 CENTRAL AVE.	2	\$0.00
1506	20		BUSCHHOFF, JUSTINA N.	469 CENTRAL AVE.	4A	\$375.00
2805	32	C002R	BUTTACAVOLE, LOUIS	415-417 CENTRAL AVE.	2	\$0.00
4404	12		C H & B RLTY CORP INC	268-272 CENTRAL AVE.	4A	\$1,125.00
2201	14		CAGGIANO, JOSEPH & CARROLL, MATTHEW	404 CENTRAL AVE.	4A	\$375.00
1601	8	C00B2	CALUCHO, MARTHA	504 CENTRAL AVE.	2	\$0.00
2805	32	C002F	CANTORE, DOMINIC & MARIO ORBE	415-417 CENTRAL AVE.	2	\$0.00
2805	32	C004R	CANTORE, DOMINICK & ANA	415-417 CENTRAL AVE.	2	\$0.00
2805	32	C004F	CANTORE, DOMINICK & ANA	415-417 CENTRAL AVE.	2	\$0.00
2202	11		CARDONA, MARIA	456 CENTRAL AVE.	4A	\$375.00
1504	32		CATHMAR CORP C/O DE GIOIA C.	481 CENTRAL AVE.	4A	\$375.00
2804	31		CENTRAL 389, LLC	389 CENTRAL AVE.	4A	\$375.00
1504	27		CENTRAL 491 REALTY, L.L.C.	491 CENTRAL AVE.	4A	\$375.00
1508	18		CENTRAL AVE JERSEY CITY PROPERTIES	437 CENTRAL AVE.	4A	\$750.00
1601	11		CENTRAL AVE. 500, LLC	500 CENTRAL AVE.	1	\$262.50
3703	28		CENTRAL AVE. REALTY LLC	297 CENTRAL AVE.	4A	\$375.00
1506	18		CHI, YU YAN & GUO, BING LIAN	473 CENTRAL AVE.	4A	\$375.00
3801	23		CHOE, KYU O.LEE, SOON Y. & MYONG S.	294 CENTRAL AVE.	4A	\$375.00
1601	6		CHURCH & SWAN PROPERTIES, L.L.C.	510 CENTRAL AVE.	4A	\$375.00
1507	19		CITRO, VINCENT	453.5 CENTRAL AVE.	4A	\$270.60
1507	17		CITRO, VINCENT & FRANCA	457 CENTRAL AVE.	4A	\$375.00
1507	18		CITRO, VINCENT & FRANCA	455 CENTRAL AVE.	4A	\$277.50
4404	17		CITY OF JERSEY CITY	282 CENTRAL AVE	15C	\$0.00
3701	39		CONTE, PASQUALE & DOMINICK	243 CENTRAL AVE.	4A	\$480.00
1505	27	C001A	CORTEZ, JOSEPH	509 CENTRAL AVE.	2	\$0.00
2202	14		D & K CENTRAL AVE., LLC	462 CENTRAL AVE.	4A	\$375.00
2805	31		DANG REALTY, L.L.C.	419 CENTRAL AVE.	4A	\$375.00
2202	15	C00A1	DASALLA, KARLOS J.	464-470 CENTRAL AVE.	2	\$0.00
4404	15		DE MARCHI, R.	278 CENTRAL AVE.	4A	\$375.00
2803	28		DEE & DEE OF J.C., INC C/O DEE & DEE	361 CENTRAL AVE.	4A	\$750.00
2202	15	C00C6	DEROSSI, MARC & D'AFFONSECA JUNIA	464-470 CENTRAL AVE.	2	\$0.00
3702	29		DISCEPOLA, JOSEPH T.	281 CENTRAL AVE.	4A	\$373.80
4404	4		DR. NARD, LLC	254 CENTRAL AVE.	4A	\$301.65
1601	9	C00B2	DUNN, AMOS	502 CENTRAL AVE.	2	\$0.00
1601	21		E & R PROPERTY ENTERPRISES, LLC	482 CENTRAL AVE.	4A	\$375.00

3801	30	C0002	EFRATI, SASSON & RACHEL	310 CENTRAL AVE.	2	\$0.00
2201	15		ELGENDI, ABFATTAH	406 CENTRAL AVE.	4A	\$375.00
2201	16		ELGENDI, ABFATTAH	408 CENTRAL AVE.	4A	\$375.00
3801	20		ELGENDI, ABFATTAH	288 CENTRAL AVE.	4A	\$375.00
1507	22		ELHALAWANY, AHMAD	449 CENTRAL AVE.	4A	\$375.00
3801	30	C0004	ENG, MICHAEL	310 CENTRAL AVE.	2	\$0.00
4404	16		FAMILIA CORP. C/O BERMUDEZ	280 CENTRAL AVE.	4A	\$375.00
1601	3		FEINHOP REALTY, L.L.C.	518 CENTRAL AVE.	4A	\$375.00
1601	2		FEINHOP REALTY, L.L.C. C/O HOPE MNG	520 CENTRAL AVE.	4A	\$375.00
1601	4		FEINHOP REALTY, L.L.C. C/O HOPE MNG	516 CENTRAL AVE.	4A	\$375.00
2901	33		FIRST FIDELITY N.C. C/O T. REUTERS	356 CENTRAL AVE.	4A	\$375.00
3704	32		FIRST OPPORTUNITY REALTY L.P.	311 CENTRAL AVE.	4A	\$375.00
3701	40		FIRST SAVINGS % SOVEREIGN BANK	241 CENTRAL AVE.	4A	\$495.00
2803	26		FISHMAN, EILEEN & GEORGE	371 CENTRAL AVE.	4A	\$375.00
2202	1		FIVE SISTERS REALTY, LLC	428 CENTRAL AVE.	4A	\$929.40
2202	2		FIVE SISTERS REALTY, LLC	434 CENTRAL AVE.	4A	\$490.50
2901	34		FLECKENSTEIN, A.K.& CURTIS,A.F.	358 CENTRAL AVE.	4A	\$375.00
2901	35		FLECKENSTEIN, A.K.& CURTIS,A.F.	360 CENTRAL AVE.	4A	\$375.00
2901	36		FLECKENSTEIN, A.K.& CURTIS,A.F.	362 CENTRAL AVE.	4A	\$300.00
3704	35		FLEET C/O BURR WOLFF LP	303 CENTRAL AVE.	4A	\$757.50
2202	15	COB11	FLINK, MICHAEL	464-470 CENTRAL AVE.	2	\$0.00
2803	27		GABESONS RLTY., LLC	365 CENTRAL AVE.	4A	\$1,125.00
2202	13		GALLO, EDDY	460 CENTRAL AVE.	4A	\$375.00
2202	15	C00A4	GARCIA, JASON & JENNIFER	464-470 CENTRAL AVE.	2	\$0.00
1601	9	C00C1	GATTAS, BAGHAT & MALAKA	502 CENTRAL AVE.	2	\$0.00
1601	9	C00A2	GATTAS, BAHGAT & MALAKA	502 CENTRAL AVE.	2	\$0.00
1601	9	C00C2	GATTAS, BAHGAT & MALAKA	502 CENTRAL AVE.	2	\$0.00
1601	9	C00D2	GATTAS, BAHGAT & MALAKA	502 CENTRAL AVE.	2	\$0.00
1601	8	C00D2	GIARDINA, JOSEPH	504 CENTRAL AVE.	2	\$0.00
2202	15	C00C5	GLASSMAN, HARRY	464-470 CENTRAL AVE.	2	\$0.00
3702	31		GONZALEZ, OSCAR & LINA	277 CENTRAL AVE.	4A	\$360.00
1505	30		GONZALEZ, VIRGIE	503 CENTRAL AVE.	4A	\$375.00
2801	27		GOOD IDEA REALTY, LP	333 CENTRAL AVE.	4A	\$330.00
2805	30		GRABOWSKY, RICHARD N.	421 CENTRAL AVE.	4A	\$375.00
3702	27		GREAT LAND NEW JERSEY, INC.	285 CENTRAL AVE.	4A	\$369.60
2202	9		GUEVARA, CARLOS & HEREDIA, GERARDO	452 CENTRAL AVE.	4A	\$375.00
2202	15	C00B8	GUNTER, CLAUDIA	464-470 CENTRAL AVE.	2	\$0.00
3801	21		HANDAL, DOMINGO & LINDA	290 CENTRAL AVE.	4A	\$375.00
1601	8	C00C1	HDS MANAGEMENT, INC.	504 CENTRAL AVE.	2	\$0.00
3701	33		HEMANT SHAH FAMILY FOUNDATION INC.	255 CENTRAL AVE.	4A	\$375.00
2201	8		HENESSY, J.WASCOE J & A SALEMI	390 CENTRAL AVE.	4A	\$375.00
1601	9	COOD1	HENRY, CORMIN & HAMER, RANDOLPH	502 CENTRAL AVE.	2	\$0.00
2202	15	C00C3	HERRON, MICHAEL W.	464-470 CENTRAL AVE.	2	\$0.00
3801	22		HIRPARA, J. & S., ANTALA, HIMANSHU	292 CENTRAL AVE.	4A	\$375.00
4404	9		HJC REALTY, LLC	266 CENTRAL AVE.	4A	\$375.00
2804	29		HONG TU REALTY, LLC	393-95 CENTRAL AVE.	4A	\$577.05
4404	1		IEZZI, ROBERT J.	248 CENTRAL AVE.	4A	\$376.65

2201	12		IPPOLITO,JOSEPH,PAT OLIVIO,DOROTHEA	400 CENTRAL AVE.	4A	\$375.00
2801	29		J K CITY, L.L.C.	325 CENTRAL AVE.	4A	\$750.00
3703	27		JANG, SOON KIL & CHAN HEE	299 CENTRAL AVE.	4A	\$375.00
3702	30		JEL EMPLOYMENT SERVICES, INC.	279 CENTRAL AVE.	4A	\$331.20
2901	37		JERAD RLTY CO INC	364 CENTRAL AVE.	4A	\$300.00
2201	9		JERSEY CITY PARKING AUTHORITY	392-4 CENTRAL AVE.	15C	\$0.00
4404	18		JERSEY DRUG, INC.	286 CENTRAL AVE.	4A	\$375.00
3702	33		JHG REALTY, LLC	267 CENTRAL AVE.	4A	\$375.00
1601	18		JMD PARTNERS, LLC	488 CENTRAL AVE.	4A	\$375.00
2804	32		JOHN & SONS ENTERPRISES	387 CENTRAL AVE.	4A	\$375.00
2805	35		JOHN & SONS ENTERPRISES INC.	407-409 CENTRAL AVE.	4A	\$585.00
2202	15	C00B9	JOHNSON, TIMOTHY E.	464-470 CENTRAL AVE.	2	\$0.00
2201	22		KAZMI, SYED J. & FAROOQUI, SOHAILA	420 CENTRAL AVE.	4A	\$375.00
2201	17		KFM REALTY, L.L.C.	410 CENTRAL AVE.	4A	\$375.00
2201	18		KFM REALTY, L.L.C.	412 CENTRAL AVE.	4A	\$375.00
4404	6		KHAGHAN,C.&RAMER,M.,AS TRUSTEES	256-258 CENTRAL AVE.	4A	\$750.00
1601	14		KHAN, ARSHAD	496 CENTRAL AVE.	4A	\$252.75
3704	33		KING'S SON REALTY, L.L.C.	309 CENTRAL AVE.	4A	\$375.00
1505	27	C002B	KLIMSON, PAUL & COURTNEY	509 CENTRAL AVE.	2	\$0.00
1505	27	C003A	KONTANIS, MAVROTHI & SIKLAS, ARGERO	509 CENTRAL AVE.	2	\$0.00
3701	41		KWOK, CHUN HAP	239 CENTRAL AVE.	4A	\$375.00
2201	23		KWOK, YIN FONG	422 CENTRAL AVE.	4A	\$375.00
1601	23		KWON, OK.B.AHN	476 CENTRAL AVE.	4A	\$375.00
3701	43		LAM, KAM CHU	235 CENTRAL AVE.	4A	\$375.00
2201	24		LEE, SAMMY B. & YOUNG HEE	424-426 CENTRAL AVE.	4A	\$750.00
3703	31		LEE,A.,LEE,B.,JUAN, I.&ESAC, B.	289 CENTRAL AVE.	4A	\$348.75
2202	15	C0C11	LESSEY, LESLEY A.	464-470 CENTRAL AVE.	2	\$0.00
2202	15	C00A7	LEVY,CHARLES & EL BRADY,ABDELMONEM	464-470 CENTRAL AVE.	2	\$0.00
1505	32		LI, KWAN & LAM, MANG SING	499 CENTRAL AVE.	4A	\$285.00
1505	27	C003B	LI, YU	509 CENTRAL AVE.	2	\$0.00
3701	44		LITTLE IZCUCHACA INC	233-231 CENTRAL AVE.	4A	\$750.00
2202	15	C00B2	LIVINGSTON, ERNEST & NANCY	464-470 CENTRAL AVE.	2	\$0.00
4403	1		LOCON PROPERTIES, INC.	232 CENTRAL AVE.	4A	\$3,045.00
3801	30	C0001	LOOC, ROCHELLE	310 CENTRAL AVE.	2	\$0.00
1506	22		LOPEZ, RICARDO A.& MARIA C.	465.5 CENTRAL AVE.	4A	\$252.00
3703	32		LU, ADI C.C.& KATHLEEN L.	287 CENTRAL AVE.	4A	\$401.25
1601	20		MAGNOLIA MANAGEMENT, INC.	484 CENTRAL AVE.	4C	\$0.00
2202	15	C00A2	MANKA, DAVID	464-470 CENTRAL AVE.	2	\$0.00
1508	19		MARCO CENTRAL AVE., LLC	435 CENTRAL AVE.	4A	\$375.00
2802	28		MARX,LLC, & RLTY % MIDWOOD MGMT.	345 CENTRAL AVE.	4A	\$780.00
2805	32	C003R	MATSKIN, JULIANNE	415-17 CENTRAL AVE.	2	\$0.00
2201	7		MBKB REAL ESTATE CO.	386 CENTRAL AVE.	4A	\$375.00
2202	5		MEC 444 CENTRAL AVE., LLC	440 CENTRAL AVE.	1	\$372.00
2202	6		MEC 444 CENTRAL AVE., LLC	442 CENTRAL AVE.	1	\$372.00
2202	7		MEC 444 CENTRAL AVE., LLC	444 CENTRAL AVE.	4A	\$756.30
1601	17		MEHTA,ASHOK & RANJANA K.	490 CENTRAL AVE.	4A	\$375.00
2202	15	C00C4	MEYER, ANDREAS	464-470 CENTRAL AVE.	2	\$0.00

1601	15		MIDDLE DELTA INC.C/O SABEHA M.	494 CENTRAL AVE.	4C	\$0.00
3801	30	C0005	MILLAN, TAHRA	310 CENTRAL AVE.	2	\$0.00
3704	30		MOBO REALTY,INC. %BOTSARIS REALTY	315-317 CENTRAL AVE	4A	\$750.00
1506	25		MOHAMED, KAHLED	461-63 CENTRAL AVE.	4A	\$750.00
1508	21		MOHAMED, KAHLED & SYLVIA	431 CENTRAL AVE.	4A	\$375.00
2901	25		MONKA, INC. A N.J. CORP.	324.5 CENTRAL AVE.	4A	\$750.00
2202	8		MRL, INC.	448-450 CENTRAL AVE.	4C	\$0.00
2802	30		MRL, INC.	341 CENTRAL AVE.	4A	\$375.00
2202	4		MYCADI, L.L.C.	438 CENTRAL AVE.	4A	\$375.00
2201	2		NAM, HAE-UNG	376 CENTRAL AVE.	4A	\$426.60
3801	29		NEW 308 CENTRAL, LLC	308 CENTRAL AVE.	4A	\$375.00
1601	25		OH, JUNG GEE & HYE KYUNG	472 CENTRAL AVE.	4A	\$375.00
2804	30	C000C	ORLANDO NJ, L.L.C.	391 CENTRAL AVE.	4A	\$328.65
2804	30	C001F	ORLANDO NJ, L.L.C.	391 CENTRAL AVE.	2	\$0.00
2804	30	C001R	ORLANDO NJ, L.L.C.	391 CENTRAL AVE.	2	\$0.00
2804	30	C002F	ORLANDO NJ, L.L.C.	391 CENTRAL AVE.	2	\$0.00
2804	30	C002R	ORLANDO NJ, L.L.C.	391 CENTRAL AVE.	2	\$0.00
2804	30	C003F	ORLANDO NJ, L.L.C.	391 CENTRAL AVE.	2	\$0.00
2804	30	C003R	ORLANDO NJ, L.L.C.	391 CENTRAL AVE.	2	\$0.00
2801	28		P & M CENTRAL AVE. REALTY, LLC	329-331 CENTRAL AVE	4A	\$750.00
3701	32		P & V CORPORATION	257 CENTRAL AVE.	4A	\$375.00
2901	27.01	BLDG	PARK AUTH J C %PANEPINTO PROPERTIES	328 CENTRAL AVE	4A	\$1,500.00
2901	27.02	BLDG	PARKING AUTHORITY % PANEPINTO	338-342 CENTRAL AVE.	4A	\$3,003.75
1504	33		PARKING AUTHORITY OF JERSEY CITY	479 CENTRAL AVE.	15C	\$0.00
1504	34		PARKING AUTHORITY OF JERSEY CITY	477 CENTRAL AVE.	15C	\$0.00
2901	32		PARKING AUTHORITY OF JERSEY CITY	352 CENTRAL AVE.	15C	\$0.00
3702	32		PARKING AUTHORITY OF JERSEY CITY	269-273 CENTRAL AVE	15C	\$0.00
1504	30		PATEL, MAHESH & VINA	485 CENTRAL AVE.	4A	\$375.00
3701	42		PATEL, MAYANK D.& VINOD	237 CENTRAL AVE.	4A	\$375.00
2202	15	C00B3	PATEL, MAYANK R.	464-470 CENTRAL AVE.	2	\$0.00
2201	10		PERROTTA, F.A.& A.M.& CAMPOS,J.L.&G	396 CENTRAL AVE.	4A	\$380.10
1505	27	C001B	PETRACCA, FORTUNATO	509 CENTRAL AVE.	2	\$0.00
1601	8	C00A2	PEZZAROSSO, FERNANDO	504 CENTRAL AVE.	2	\$0.00
2202	12		PILAMUNGA, RUBEN & MARIA	458A CENTRAL AVE.	4A	\$375.15
1601	9	C00A1	PINTINGARO, ANTONINO	502 CENTRAL AVE.	2	\$0.00
2805	33		PRIORE, FRANCO & LUCIA	413 CENTRAL AVE.	4A	\$375.00
1508	24		PRZYBOJEWSKI, HALINA	425 CENTRAL AVE.	4A	\$375.00
1504	29		R.A.Y. REALTY, L.L.C.	487 CENTRAL AVE.	4C	\$0.00
1508	20		REBASK, L.L.C.	433 CENTRAL AVE.	4A	\$375.00
2201	13		RJS CENTRAL, LLC	402 CENTRAL AVE.	4A	\$375.00
1601	8	C00D1	ROBINS OAK PROP.,LLC%ROBINSOAK MGMT	504 CENTRAL AVE.	2	\$0.00
1601	8	C00A1	ROBINSOAK PROPERTIES, L.L.C.	504 CENTRAL AVE.	2	\$0.00
1601	8	C00B1	ROBINSOAK PROPERTIES,LLC%ROB.O.MGMT	504 CENTRAL AVE.	2	\$0.00
1504	31		ROSELLA, INC	483 CENTRAL AVE.	4A	\$375.00
2901	31		ROSEN INVESTMENTS,LLC.%SOVEREIGN B.	348 CENTRAL AVE.	4A	\$326.70
1506	23		RUIZ, KAISER	465 CENTRAL AVE.	4A	\$252.00
2202	15	COB10	RUPPERT, MARIE-LOUISE	464-470 CENTRAL AVE.	2	\$0.00

2805	32	C001F	SALVEMINI, MAURO	415-417 CENTRAL AVE.	2	\$0.00
1601	9	C00B1	SANTOS, ROSARIO L.	502 CENTRAL AVE.	2	\$0.00
2201	3	C0001	SAPUTO, SALVATORE	378-380 CENTRAL AVE.	4A	\$270.00
2201	4		SAPUTO, SALVATORE	382 CENTRAL AVE.	4A	\$250.65
2201	5		SAPUTO, SALVATORE	382A CENTRAL AVE.	4A	\$245.85
2201	6		SAPUTO, SALVATORE	384 CENTRAL AVE.	4A	\$253.95
3801	1		SAPUTO, SAVATORE & MARIA	312-318 CENTRAL AVE.	4A	\$1,500.00
3701	37		SCIVETTI, A.,E.,G.,&MICHAEL	247 CENTRAL AVE.	4A	\$375.00
3701	36		SEHN PROPERTIES, L.L.C.	249 CENTRAL AVE.	4A	\$375.00
2202	15	C00B5	SELTZER, IRIS R.	464-470 CENTRAL AVE	2	\$0.00
1601	22		SHAH, HITESH J.	480 CENTRAL AVE.	4A	\$750.00
3801	26		SHAH, ROHIT & JITA	300 CENTRAL AVE.	4A	\$343.05
3801	28		SHAH, ROHIT & JITA	306 CENTRAL AVE.	4A	\$375.00
3801	30	C001A	SHAMULA, MARTIN & ALAN	310 CENTRAL AVE.	4A	\$375.00
1507	20		SHAPIRO, ROBERT B	453 CENTRAL AVE.	4A	\$276.00
2901	1		SOK & YOO REALTY, LP	366 CENTRAL AVE.	4A	\$375.00
1505	31		SOLIMAN, ATEF & JUIETTE	501 CENTRAL AVE.	4A	\$465.00
3704	34		SOLOMON, GARY & DIANE	307 CENTRAL AVE.	4A	\$367.50
1506	19		STARK, COLORADO	471 CENTRAL AVE.	4A	\$375.00
2805	32	C002S	STOIA,FRANCES	415-417 CENTRAL AVE.	2	\$0.00
2805	34		SUN, SHAN SHAN	411 CENTRAL AVE.	4A	\$540.00
2202	15	C00C9	SZCZYGINSKI, JANICE A.	464-470 CENTRAL AVE.	2	\$0.00
2901	29		TAKE REALTY, LP	346 CENTRAL AVE.	4A	\$318.75
3703	26		TAN, ELIZABETH & GERARDO	301 CENTRAL AVE.	4A	\$375.00
3703	30		TB & J MGMT GROUP,LTD	293 CENTRAL AVE.	4A	\$977.85
1601	7		TEJ DIP, LLC	506-508 CENTRAL AVE.	4A	\$750.00
1507	24		THE HUYNH LE PROPERTIES, LLC	443 CENTRAL AVE.	4A	\$720.00
2201	21		THE WINS PROPERTY, LLC	418 CENTRAL AVE.	4A	\$375.00
2805	32	C003S	TOPPER, JAMES E.	415-417 CENTRAL AVE.	2	\$0.00
1505	28		TORRES, MARITZA	507 CENTRAL AVE.	4A	\$330.00
2803	29		TRUST COMPANY OF NEW JERSEY	359 CENTRAL AVE.	4A	\$750.00
2202	15	C00C7	TWITCHELL, ARIANA	464-470 CENTRAL AVE.	2	\$0.00
2805	32	C001R	UANTORE, DOMINICK & ANA	415-417 CENTRAL AVE.	2	\$0.00
2202	15	C00A3	VEGA, JENNIFER	464-470 CENTRAL AVE.	2	\$0.00
1601	24		VELA, MARCO & EMMA	474 CENTRAL AVE.	4A	\$375.00
2805	32	C003F	VENTIMIGLIA, MICHAEL A.	415-417 CENTRAL AVE.	2	\$0.00
3702	28		VILLARI, DOROTHY	283 CENTRAL AVE.	4A	\$350.25
2202	15	C0C10	WALKER, KEISHA L.	464-470 CENTRAL AVE.	2	\$0.00
3801	30	C0003	WANG, XU YUN	310 CENTRAL AVE.	2	\$0.00
3704	31		WEALTH REALTY L.P.	313 CENTRAL AVE	4A	\$375.00
2202	15	C00B6	WELFARE, JUDY & JEREMY B.	464-470 CENTRAL AVE.	2	\$0.00
2202	15	C00A5	WHEATLEY, JOI R.	464-470 CENTRAL AVE.	2	\$0.00
2202	15	C00C8	WILEY, SHAUN M., STEVEN E. & RACHEL	464-470 CENTRAL AVE.	2	\$0.00
2202	15	C00B1	WOODS, SANDRA	464-470 CENTRAL AVE.	2	\$0.00
3801	24		YEUNG, FEI & TUNG, OI YING	296 CENTRAL AVE.	4A	\$375.00
1601	19		ZDICHOCKI, JOAN C. & ROBERT S.	486 CENTRAL AVE.	4A	\$330.00
2201	20		ZHENG, QI-CAN	416 CENTRAL AVE.	4A	\$375.00

2201	3	C0003	ZINI, JEREMY	378-380 CENTRAL AVE.	2	\$0.00
						92370.45

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the Central Avenue Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on Wednesday, August 28, 2013 at 6:00 P.M. at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

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

City Clerk File No. RES. 13.566

Agenda No. 10.M

Approved: AUG 28 2013

TITLE:



RESOLUTION ADOPTING AND RATIFYING THE 2013-2014 BUDGET OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of July 17, 2013 the Municipal Council of the City of Jersey City introduced and approved the Journal Square Special Improvements District following budget for the period July 1, 2013 through June 30, 2014, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on August 28, 2013; and

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

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

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

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

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

1. The Jersey Journal Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$770,000.00 for the Journal Square Special Improvement District for the period July 1, 2013 through June 30, 2014, which sum shall be raised by taxation during the period July 1, 2012 through June 30, 2014.

City Clerk File No. RES. 13.566

Agenda No. 10.M AUG 28 2013

TITLE:

- 2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.
- 3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.
- 4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the Journal Square Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

RB/tj

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

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

SID Budget Application for FY14

Date Submitted: Apvd by District 4/9/13

Journal Square Restoration Corporation
4 PATH Plaza, Jersey City, NJ 07306

See Below *	Items	Funds Provided by UEZ/JCEDC	SID Assessment	Private	Totals
REVENUES					
Private					
A7	Journal Square SID Assessment		\$ 708,000.00		\$ 708,000.00
A8	JSSID Reserve Fund			\$ 17,000.00	\$ 17,000.00
A9	Private Cash/In-kind			\$ 5,000.00	\$ 5,000.00
A10	Interest				
UEZ/Public					
A12	Public-UEZ/JCEDC	\$ 40,000.00		\$ -	\$ 40,000.00
A13	Public-City	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ 40,000.00	\$ 708,000.00	\$ 22,000.00	\$ 770,000.00
EXPENSES					
Administrative Items					
A18	Rent		\$ -		\$ -
A19	Insurance		\$ 4,000.00		\$ 4,000.00
A20	Equipment:IT/Copier/Svc		\$ 600.00		\$ 600.00
A21	Supplies		\$ 2,000.00		\$ 2,000.00
A22	Audit/Filing		\$ 5,200.00		\$ 5,200.00
A23	Legal		\$ 1,000.00		\$ 1,000.00
A24	Parking & Storage		\$ 6,000.00		\$ 6,000.00
A25	Dues, Subscriptions, Memberships		\$ 250.00		\$ 250.00
A26	Utilities		\$ -		\$ -
A27	Telephone		\$ 2,000.00		\$ 2,000.00
A28	Website Maintenance		\$ 2,400.00		\$ 2,400.00
A29	Contingencies/Unprogrammed		\$ -	\$ 5,000.00	\$ 5,000.00
Administrative Items Subtotals		\$ -	\$ 23,450.00	\$ 5,000.00	\$ 28,450.00
Administration					
A32	Management/Advocacy Fees		\$ 64,000.00	\$ -	\$ 64,000.00
A33	Salaries				\$ -
Administration Subtotals		\$ -	\$ 64,000.00	\$ -	\$ 64,000.00
Marketing/Promotions					
A37	Farmers Market/Entertainment Series		\$ -	\$ -	\$ -
A38	Retail Promotions	\$ -	\$ -	\$ -	\$ -
A39	District Brochure/Newsletter/Website	\$ -	\$ -	\$ -	\$ -
A40	Institutional Marketing	\$ -	\$ -	\$ -	\$ -
A41	Navratri, Egypt & Other Cultural Events/Festivals		\$ -	\$ -	\$ -
A42	Marketing/Promotion/Special Events Coordination	\$ -	\$ -	\$ -	\$ -
A43	Banner Program	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
A44	Holiday Decorations	\$ -	\$ -	\$ -	\$ -
A45	Winter Holiday Lights		\$ -	\$ -	\$ -
A46	Navratri & Diwali Festivals		\$ -	\$ -	\$ -
A47	Arts/Entertainment-Loew's	\$ -	\$ -	\$ -	\$ -
Marketing/Promotions Subtotals		\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Operations					
A52	Landscaping				
A53	Plants /Planters		\$ -	\$ 5,000.00	\$ 5,000.00
A54	Maintenance/Sanitation/Ambassadorial	\$ -	\$ 570,550.00		\$ 570,550.00
A55	Maintenance Supplies		\$ 9,000.00		\$ 9,000.00
Security					
A56	Ambassador-Extended Services	\$ 35,000.00			\$ 35,000.00
A57	Off-Duty JCPD Officers		\$ 35,000.00		\$ 35,000.00
A58	Webcam Maintenance/Replacement		\$ 6,000.00	\$ 12,000.00	\$ 18,000.00
Operations Subtotals		\$ 35,000.00	\$ 620,550.00	\$ 17,000.00	\$ 672,550.00
Capital Improvements					
Capital Improvements Subtotals		\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ 40,000.00	\$ 708,000.00	\$ 22,000.00	\$ 770,000.00
REVENUE / EXPENSE SUMMARY					
		UEZ/JCEDC	SID	Private	Total Budget
	Revenues	\$ 40,000.00	\$ 708,000.00	\$ 22,000.00	\$ 770,000.00
	Expenses	\$ 40,000.00	\$ 708,000.00	\$ 22,000.00	\$ 770,000.00
	Excess / Deficiencies	\$ -	\$ -	\$ -	\$ -

Part B:

Footnotes *

* Each explanation should be footnoted on the left hand column of page 1.

A7	SID Assessments at rate set in FY13 without increase
A8	SID - Reserve Fund (approximately \$275,000 at EOY FY12)
A9	Private cash - Donations, Contributions, Sponsorships, etc.
A12	JCEDC Funds (Apv'd by City Council per Councilwoman Lopez 2/12/13)
A18	Rent-Office
A19	Insurance includes D&O, Public Liability and Office Contents
A20	Equipment includes office, computer and telecommunications equipment maintenance, service and leasing
A21	Office and other supplies/services and postage
A22	Audit includes financial and audit services and tax filings
A23	Legal services to advise the board on by-laws and non-profit law & procedures
A24	Secure parking for service vehicles/staff; secure storage of corporation documents
A25	Dues, subscription & memberships includes local and regional memberships and conference attendance
A26	Utilities-Gas, Electric, Water
A27	Telephone includes actual costs of telecommunications charges and service, including internet service
A28	Website Hosting and Maintenance services
A29	Contingencies representing unforeseen expenses
A32	Administrative Fees incorporated in "Bundled Services" Agreement that includes Operations components
A37	Unfunded Program
A38	Unfunded Program
A39	Unfunded Program
	Unfunded Program
A40	Unfunded Program
A41	Unfunded Program
A42	Unfunded Program
A43	Create new banner program; continue maintenance of existing banners.
A45	Unfunded Program
A46	Unfunded Program
A47	Unfunded Program
A53	Planting and Planter Program developed in cooperation with Hudson County Comm College, PANY&NJ and others.
A54	Continues outsourced services to the district through a "budled services" plan that provides maintenance, sanitation and "ambassadorial" services identified as priorities by the District leadership.
A55	Supplies supporting the Maintenance efforts including imprinted trash bags, ice melt products, etc.
A56	Provide extended Ambassadorial services to augmen/replace Off-Duty Police coverage
A57	Continuation of existing program putting off-duty police on patrol in the district.
A58	Webcam Maintenance and new/replacement webcams (Newark & Pavonia Aves)

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

City Clerk File No. RES. 13.567

Agenda No. 10.N

Approved: AUG 28 2013

TITLE:



RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on July 25, 2013 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Journal Square Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

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

WHEREAS, on August 28, 2013, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

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

WHEREAS, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Journal Square Special Improvement District for the budget year July 1, 2013 through June 30, 2014; and

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

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

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

PUBLIC NOTICE
CITY OF JERSEY CITY

Journal Square Special Improvement District 2013-2017

Block	Lot	Owner	Property Location	Class	Bldg Description	Total Bill
7804	1	10-16 LIBERTY REALTY, LLC	12-16 LIBERTY AVENUE	4A	2S-F-4C-6U-H	\$3,196.25
12103	10	151 SIP AVENUE, L.L.C.	151 SIP AVE.	4C	5S-B-A-42U-E	\$1,689.80
10701	3	15-16 REALTY CORP.	898 BERGEN AVE.	4A	1-2&3.5SB&CBCOH	\$2,008.20
12101	25	171-177 SIP AVE CORP	2790 KENNEDY BLVD.	4A	1S-ST&B-DINER-H	\$6,064.76
10702	5	26 JOURNAL SQUARE ASSOCIATES,LLC	26 JOURNAL SQ.	4A	15S-B-C-O-E	\$27,875.84
10602	4	28 JERSEY RLTY. CORP.C/O A.ADJMI	2838 KENNEDY BLVD.	4A	3S-B-C1-H	\$2,008.20
10601	53	2825 KENNEDY BLVD.ASSOC.,LLC%ISJ M.	2825 KENNEDY BLVD.	4A	1S-B&BC-C	\$4,518.45
10602	3	2828-34 KENNEDY BLVD.ASO.C/O SUTTON	2828 KENNEDY BLVD.	4A	3S-B-C-O-H	\$4,016.40
10602	8	2854 KENNEDY, L.L.C.	2854 KENNEDY BLVD.	1	12S-B-5C-130U-E	\$24,219.29
10602	6	2866 KENNEDY BLVD PARTNERS, LLC	2866 KENNEDY BLVD.	4A	3S-B-O-C-H	\$1,084.43
10702	6	30 JOURNAL SQUARE PARTNERS LLC	23 ENOS PL.	1	VACANT LAND	\$205.00
10702	7	30 JOURNAL SQUARE PARTNERS LLC	21 ENOS PL.	1	VACANT LAND	\$197.80
10702	8	30 JOURNAL SQUARE PARTNERS LLC	19 ENOS PL.	1	VACANT LAND	\$259.29
10702	10	30 JOURNAL SQUARE PARTNERS LLC	11 ENOS PL.	1	VACANT LAND	\$218.60
10702	11	30 JOURNAL SQUARE PARTNERS LLC	9 ENOS PL.	1	VACANT LAND	\$218.60
10702	13	30 JOURNAL SQUARE PARTNERS LLC	5 ENOS PL.	1	VACANT LAND	\$218.60
10702	14	30 JOURNAL SQUARE PARTNERS LLC	3 ENOS PL.	1	VACANT LAND	\$254.49
10702	4	30 JOURNAL SQUARE PARTNERS LLC	29-31 JOURNAL SQ.	4A	5S-B-C-O-E	\$8,434.94
10702	9	30 JOURNAL SQUARE PARTNERS LLC	15 ENOS PL.	4A	SERV.STA.BOOOTH	\$280.77
10702	15	30 JOURNAL SQUARE PARTNERS LLC	122-130 NEWKIRK ST.	4A	3S-B-O	\$4,357.79
10702	12	30 JOURNAL SQUARE PARTNERS, LLC	7 ENOS PL.	1	VACANT LAND	\$218.60
10702	3	32 JOURNAL RLTY.LLC % ACHS MNGMT.	32 JOURNAL SQ.	4A	3S-B-C-O-H	\$1,004.10
10702	1	33 JOURNAL SQUARE OWNER,LLC%OPTIMUM	912 BERGEN AVE.	4A	3S-B-C-O	\$4,016.40
10702	2	33 JOURNAL SQUARE OWNER,LLC%OPTIMUM	922 BERGEN AVE.	4A	2-3S-B-C-O	\$6,960.02
10602	7	40 JOURNAL SQUARE, LLC.	36-45 JOURNAL SQ.	4A	4S-B-C-O-H-E	\$11,009.34
10803	23	438 REALTY ASSOCIATES	438 SUMMIT AVE.	4A	6S-RC-O&2S-G	\$31,066.35
10602	9	51 JOURNAL SQ.CO.C/O BRAHA	2844 KENNEDY BLVD.	4A	2S-B-C-H	\$4,273.85
13402	16	5214 HUDSON CORP. % DARI, MOHAMMED	872 BERGEN AVE.	4A	3S-BT-B-C-8U	\$1,994.14
10704	1	57 SIP REALTY, LLC	57 SIP AVE.	4A	8S-B-2C-41U	\$3,932.70
7904	13	600 PAVONIA AVE. URBAN RENEWAL ASC.	600 PAVONIA AVE.	4A	8S-RC-O-AC	\$15,757.89
9402	11	767 NEWARK AVENUE REALTY,LLC	767 NEWARK AVE.	4C	3S-B&F-C-2U	\$281.63
9402	8	775 NEWARK. LLC	775 NEWARK AVE.	4A	3S-F-C-4U	\$1,004.10
9401	10	817 ASSOCIATES,LLC % RAJENDRA PATEL	817 NEWARK AVE.	1	VACANT LAND	\$292.30
9301	1	845 NEWARK AVENUE, L.L.C.	845 NEWARK AVE.	4A	4S-4C-12U	\$592.20
13402	5	856-858 BERGEN AVE., LLC.	856-858 BERGEN AVE.	4A	2S-B-C-O-H	\$1,405.74
10701	5	910 BERGEN RLTY LLC C/O HIRSCHMANN	910 BERGEN AVE.	4A	3S-B-C-O	\$3,819.60
13402	17	ACADEMY & BERGEN,LLC%CASSESA MNGT.	880 BERGEN AVE.	4A	8S&BT-B-O-E	\$12,178.14
13401	5	ACEVEDO, FRANCISCO & COTTO, GLORIA	844 BERGEN AVE.	2	3S-B-1C-SUCONDO	\$46.94
13402	6	ACS PROPERTIES, LLC	860 BERGEN AVE.	4A	3S-F-C-6U-H	\$1,004.10
12106	23	AGJ REALTY, L.L.C.	1 CUBBERLY PL.	1	VACANT LAND	\$199.52
12106	24	AGJ REALTY, L.L.C.	2 CUBBERLY PL.	1	VACANT LAND	\$189.15
12106	25	AGJ REALTY, L.L.C.	3 CUBBERLY PL.	1	VACANT LAND	\$189.15
12106	26	AGJ REALTY, L.L.C.	4 CUBBERLY PL.	1	VACANT LAND	\$189.15
12106	27	AGJ REALTY, L.L.C.	5 CUBBERLY PL.	1	VACANT LAND	\$181.35
12106	28	AGJ REALTY, L.L.C.	6 CUBBERLY PL.	1	VACANT LAND	\$180.84
12106	7	AGJ REALTY, L.L.C.	903 BERGEN AVE.	4A	2S-B-C-H	\$494.42
12106	8	AGJ REALTY, L.L.C.	897-901 BERGEN AVE.	4A	2S-B-POST OFF	\$3,017.12
9402	13	AL & AIDA CORP.	2983 KENNEDY BLVD.	4A	4S-B&CB-C-H-AC	\$4,881.50

10703	4	HUDSON COUNTY COMMUNITY COLLEGE	16 ENOS PL.	15A	PARKING AREA	\$0.00
10703	7	HUDSON COUNTY COMMUNITY COLLEGE	81-87A SIP AVE.	15A	2S-B-C2	\$0.00
10703	8	HUDSON COUNTY COMMUNITY COLLEGE	65 SIP AVE.	15A	VACANT LAND	\$0.00
10703	11	HUDSON COUNTY COMMUNITY COLLEGE	21 JONES ST.	15A	PARKING AREA	\$0.00
10703	12	HUDSON COUNTY COMMUNITY COLLEGE	19 JONES ST.	15A	PARKING AREA	\$0.00
10703	13	HUDSON COUNTY COMMUNITY COLLEGE	17 JONES ST.	15A	PARKING AREA	\$0.00
10703	14	HUDSON COUNTY COMMUNITY COLLEGE	15 JONES ST.	15B	PARKING AREA	\$0.00
10703	15	HUDSON COUNTY COMMUNITY COLLEGE	13 JONES ST.	15B	PARKING AREA	\$0.00
12104	1	HUDSON COUNTY COMMUNITY COLLEGE	141 SIP AVE.	15B	GREEN SPACE	\$0.00
12105	1	HUDSON COUNTY COMMUNITY COLLEGE	173 NEWKIRK ST.	15A	2.5S-F-O-H	\$0.00
12105	3	HUDSON COUNTY COMMUNITY COLLEGE	165-169 NEWKIRK ST.	15A	VACANT LAND	\$0.00
12105	4	HUDSON COUNTY COMMUNITY COLLEGE	161 NEWKIRK ST.	15A	5S-B-SCHOOL	\$0.00
13402	15	HUDSON COUNTY COMMUNITY COLLEGE	870 BERGEN AVE.	15A	2S-B-O-H	\$0.00
9501	21	HUDSON COUNTY COMMUNITY COLLEGE	68-74 SIP AVENUE	15A	4S-B-O-H-E	\$0.00
12105	2	HUDSON COUNTY COUMMUNITY COLLEGE	171 NEWKIRK ST.	15A	2S-BT-O-H	\$0.00
13401	3	HUDSON COUNTY IMPROVEMENT AUTHORITY	830 BERGEN AVE.	15C	6&8S-RC-C-W-E	\$0.00
7805	16	ISELIN 1352 REALTY, L.L.C.	808 NEWARK AVE.	4A	3S-F-C-1U-H	\$1,004.10
9401	11	ISELIN 1352 REALTY, L.L.C.	815 NEWARK AVE.	4A	2S-F-B-C-1U-H	\$1,092.46
7905	21	J J N CORPORATION	33 VAN REIPEN AVE.	1	VACANT LAND	\$281.25
10601	49	J.F.K. BLVD. RLTY. ASSOC.	2851-53 KENNEDY BLVD.	4A	1&5S-B-C-O-E	\$11,146.15
7905	22	J.J.N. CORPORATION, THE	616 PAVONIA AVE.	1	VACANT LAND	\$431.25
7905	23	J.J.N. CORPORATION, THE	618 PAVONIA AVE.	1	VACANT LAND	\$287.50
7905	20	J.J.N.CORP.	35 VAN REIPEN AVE.	1	VACANT LAND	\$281.25
9402	3	JAMMAL, ELIAS & ELSA	785 NEWARK AVE.	4A	1S-F-C-2U-H	\$998.88
9402	5	JAY HIMALAYA TRAD CO C/O M.PATEL	781 NEWARK AVE.	4A	3S-BT-CB+B-C-H	\$1,004.10
7905	1	JEHOVAH'S WITNESSES ASSEM.HALLS	2940 KENNEDY BLVD.	15D	3S-AUDITORIUM	\$0.00
7905	26	JEHOVAH'S WITNESSES ASSEMBLY HALL	2932 KENNEDY BLVD.	4A	B-ASSEMBLY HALL	\$0.00
9605	1	JJB FAMILY, L.L.C.	125 MAGNOLIA AVE.	4A	5S-B-C-92U-H-E	\$8,869.37
7805	19	JKS PARTNERSHIP- INDIRA INTL	814 NEWARK AVE.	4A	3S-F-C-2U-H	\$1,004.10
7806	2	JODDIA BAZAR, L.L.C.	862-64 NEWARK AVE.	4B	2S-B-IN	\$2,008.20
10602	1	JOURNAL SQ. PARTNERS, LLC	2814 KENNEDY BLVD.	4A	5S-B-C-37U-H-E	\$6,204.58
9403	14	JOURNAL SQ.PLAZA C/O PANEPINTO	1 JOURNAL SQ.PLAZA	4A	4S-B-O-H-E-AC	\$11,479.36
9501	10	JOURNAL SQUARE ASSOC.,LLC	601 PAVONIA AVE.	4A	4S-S&B-O-H	\$5,510.00
9501	14	JOURNAL SQUARE ASSOCIATES, LLC	537 SUMMIT AVE.	1	PARKING LOT	\$485.10
9501	15	JOURNAL SQUARE ASSOCIATES, LLC	535 SUMMIT AVE.	1	PARKING LOT	\$241.82
9501	6	JOURNAL SQUARE ASSOCIATES, LLC	617 PAVONIA AVE.	4A	2.5S-F-O-H	\$1,004.10
9501	7	JOURNAL SQUARE ASSOCIATES, LLC	615 PAVONIA AVE.	4A	2.5S-F-O-H	\$1,004.10
9501	11	JOURNAL SQUARE ASSOCIATES, LLC	597 PAVONIA AVE.	4A	2S-B-D-FURN RMS	\$1,004.10
9501	12	JOURNAL SQUARE ASSOCIATES, LLC	595 PAVONIA AVE.	4A	2S-B-FURN-RMS	\$1,004.10
9501	13	JOURNAL SQUARE ASSOCIATES, LLC	539 SUMMIT AVE.	4A	2.5S-F-FURN-RMS	\$1,824.74
9501	16	JOURNAL SQUARE ASSOCIATES, LLC	136 MAGNOLIA AVE.	4A	6S-RC-O-E-H	\$15,997.52
9501	8	JOURNAL SQUARE ASSOCIATES, LLC	605 PAVONIA AVE.	4C	5S-B-A-31U-H	\$1,455.11
9501	4	JOURNAL SQUARE HOLDINGS, LLC	621 PAVONIA AVE.	1	VACANT LAND	\$375.00
12104	2	JOURNAL SQUARE PROPERTIES, L.L.C.	35 JOURNAL SQ.	4A	12S-B-C-O-E	\$40,152.85
12105	5	JOURNAL SQUARE PROPERTIES, L.L.C.	157 NEWKIRK ST.	1	VACANT LAND	\$180.00
12105	6	JOURNAL SQUARE PROPERTIES, L.L.C.	155 NEWKIRK ST.	1	VACANT LAND	\$159.84
12106	1	JOURNAL SQUARE PROPERTIES, L.L.C.	149B NEWKIRK ST.	1	VACANT LAND	\$9.00
12106	2	JOURNAL SQUARE PROPERTIES, L.L.C.	153 NEWKIRK ST.	1	VACANT LAND	\$189.00
12106	3	JOURNAL SQUARE PROPERTIES, L.L.C.	151 NEWKIRK ST.	1	VACANT LAND	\$180.00
12106	4	JOURNAL SQUARE PROPERTIES, L.L.C.	149 NEWKIRK ST.	1	VACANT LAND	\$230.27
10601	39	JOURNAL SQUARE RAMP, LLC	270 MAGNOLIA AVE.	4A	PARKING GARAGE	\$3,186.00
9404	35	JOURNAL SQUARE RAMP, LLC	132-140 VAN REIPEN AVE.	1	VACANT LAND	\$1,740.00
9404	41	JOURNAL SQUARE RAMP, LLC	12-18 BRYAN PL.	1	VACANT LAND	\$0.00
9404	34	JOURNAL SQUARE RAMP, LLC	808 PAVONIA AVE.	4A	PARKING GARAGE	\$3,165.20

10601	38	JOURNAL SQUARE RAMP. LLC	813 PAVONIA AVE.	1	VACANT LAND	\$869.10
10601	42	JOURNAL SQUARE REALTY CORP.	50 JOURNAL SQ.	4A	8S-B-STEEL-O-HE	\$3,088.55
9402	7	K & K NEWARK, L.L.C.	777 NEWARK AVE.	4A	4S-B-C-9U-H	\$1,426.55
10704	2	K.V.RLTY.CORP.C/O CROWN PARKING	425-435 SUMMIT AVE.	1	PARKING LOT	\$750.00
10704	6	K.V.RLTY.CORP.C/O CROWN PARKING	415-421 SUMMIT AVENUE	1	VACANT LAND	\$1,250.00
7804	13	KAHN, GREGORY	772 NEWARK AVE.	4A	2S-B-C-2U-H	\$1,004.10
9401	7	KAKAD, DILIP & INDIRA-INDIRA INTL	823 NEWARK AVE.	4A	2S-BT-F-1U-O-H	\$965.94
7903	59	KATZ, ARTHUR TRUSTEE OF J.N. KATZ	74 VAN REIPEN AVE.	4A	3S-BT-O-H	\$771.15
10703	18	KENNEDY LOFTS, LLC	100 NEWKIRK ST.	4A	8S-B-O-E	\$10,220.99
9401	8	KO, ON PUI & MUN YEE	821 NEWARK AVE.	4A	2S-B-C-1U-H	\$1,042.26
7805	27	KOCHANSKI, WALTER & IRENE	830 NEWARK AVE.	4A	2S-F-C-1U-H	\$1,004.10
9501	19	KOLIAS, INC.C/O NICK STAMATIOU	48-58 SIP AVE.	4A	1S-B-C-H	\$4,745.78
12107	22	LANDICO REALTY, INC.	865 BERGEN AVE.	4A	2S-F-C-1U-H	\$803.28
9501	5	LENAMORE HOLDINGS, INC.	619 PAVONIA AVE.	1	VACANT LAND	\$312.50
7805	15	MAJITHIA, VINOD & USHA	806 NEWARK AVE.	4A	3S-B-C-4U-NH	\$1,004.10
9403	16	MARTIN GOLDMAN,LLC % CH MARTIN	2895-99 KENNEDY BLVD.	1	AIR RIGHTS	\$0.00
9403	16	MARTIN GOLDMAN,LLC % CH MARTIN	2895-99 KENNEDY BLVD.	4A	1S-BT-B&CB-C-H	\$4,819.68
10602	2	MASJID-AL-SALAM, INC.	2822-2826 KENNEDY BLVD.	4A	3S-B-C-O-H	\$2,008.20
10701	2	MAYOR & ALDERMAN OF JERSEY CITY	886 BERGEN AVE.	15C	SCHOOL 11	\$0.00
9501	2	MC LAUGHLIN REALTY PROP. INC.	625 PAVONIA AVE.	4A	2S-B-C-O-H	\$1,807.38
7904	10	MCGUIRE, HUGH A. JR.	547 SUMMIT AVE	4A	2S-B-O-H	\$3,013.10
9501	23	MEPT JOURNAL SQUARE TOWER %NEW TOWE	10 JOURNAL SQ.	1	VACANT LAND	\$6,688.26
7904	12	MICHAEL H. PHUNG LIVING TRUST, THE	596 PAVONIA AVE.	4A	2.5S-F-C1-H	\$1,004.10
7804	24	MIFSUD, NAZARENO & CATHERINE	796 NEWARK AVE.	4A	3S-F-C-2U-NH	\$4,759.43
10701	8	MILAD, NABIL AMIN & ETEDAL NABIL	125 NEWKIRK ST.	2	2S-F-D-1U-H	\$46.94
10701	7	MILAD, SHEREEN N.	127 NEWKIRK ST.	2	2S-F-D-2U-H	\$93.88
12107	14	MILLER, ALICE J.	293 ACADEMY ST.	4A	3S-B-C1-1U-H	\$722.95
10601	54	MKL INTERNATIONAL % MARSHALL&MORAN	2815 KENNEDY BLVD.	4A	3S-CB-C-O-AC	\$4,004.35
7804	20	MODI, VARSHA J.	788 NEWARK AVE.	4A	3S-F-C-2U-NH	\$1,004.10
7805	18	MODY HOLDINGS, L.L.C.	812 NEWARK AVE.	4A	3S-F-C-2U-NH	\$1,004.10
10701	6	MOLINA,ENRIQUE & MARIA	129 NEWKIRK ST.	2	2S-F-D-1U-H	\$46.94
9402	2	NAGY, INGRID	787 NEWARK AVE.	4A	3S-BT-F-C-4U-H	\$1,004.10
10703	5	NCSA-VAW SENIOR CITIZENS HOUSING CO	18-20 ENOS PL.	15F	4S-BT-B-A-17U-H	\$0.00
10703	9	NCSC-UAW SENIOR CITIZENS HOUSING CO	29-33 JONES STREET	15F	VACANT LAND	\$0.00
10703	6	NCSC-VAW SENIOR CITIZENS HOUSING CO	87-91 SIP AVE.	15F,	7S-B-S/C HOUSE	\$0.00
9605	6	NETTER, AVNER % STIEBER&VELORIC,LLC	512 SUMMIT AVE.	4A	GARAGE	\$273.50
9402	9	NEWARK AVENUE 771-773 REALTY, LLC	771 NEWARK AVE.	4A	2S-B-C-4U	\$2,008.20
7805	17	NEWARK AVENUE 810 REALTY, LLC	810 NEWARK AVE.	4A	1S-F-S	\$1,004.10
7804	15	O.H.M. REALTY INC. % S. DESAI	776 NEWARK AVE.	4A	3S-F-C-2U-H-BG-3	\$1,016.55
7804	16	O.H.M. REALTY INC. % S. DESAI	778 NEWARK AVE.	4A	1S-F-O-1S-B-G	\$1,004.10
7904	14	PARKING MANAGEMENT LTD.	608 PAVONIA AVE.	1	PARKING LOT	\$575.00
7804	17	PATEL CASH & CARRY, INC.	780-2 NEWARK AVE.	4A	3S-BT-F-5C-2U-H	\$2,008.20
9401	4	PATEL INDO-PAK GROC.,INC.%PATEL	829 NEWARK AVE.	4A	2S-F-C-H	\$1,012.94
7805	25	PATEL, ASHOK & ALKA	826 NEWARK AVE.	4A	3S-BT-B+F-2C-1U	\$1,004.10
7805	21	PATEL, JAGDISH & LATA	818 NEWARK AVE.	4A	3S-F-C-2U-NH	\$1,004.10
9401	2	PATEL, KANTIBHAI & NATHI	835 NEWARK AVE.	4A	3S-F-C-2U	\$883.61
7902	72	PATEL, MAHESH	2984 KENNEDY BLVD.	4A	3S-B-C-2U-NH	\$762.71
7804	14	PATEL, PRABHU & GOVIND	774 NEWARK AVE.	2	2S-F-D-2U-H	\$93.88
9401	18	PATEL, RATILAL V & MADHUBEN R	795 NEWARK AVE.	4A	1&3S-B&F-C-4U-H	\$1,020.17
7804	25	PATEL, SHARMA & MODI, VARSHA	10 LIBERTY AVE.	4C	4S-B-8U-H	\$375.51
7806	15	PATEL, UPENDRA	844 NEWARK AVE.	4A	4S-B-2C-12U	\$2,558.22
9401	3.02	PATEL,K&N, PATEL,ARVIND &PATEL,A	831 NEWARK AVE.	4A	1S-F-C	\$2,008.20
7806	17	PATH PROPERTY MANAGEMENT, LLC;	848 NEWARK AVE.	4C	3S-F-D-6U-NH	\$281.63
9501	18	PATHSIDE, L.L.C. C/O J. PANEPINTO	501 SUMMIT AVE.	4A	1S-B-C-REST-H	\$7,204.62

6502	13	SUMMIT PLAZA ASSOC. C/O STARRETTA	700 NEWARK AVE.	15F	APT-COMM	\$0.00
9401	13	TEXTILES, INDIRA - INDIRA INTL	809 NEWARK AVE.	4A	1S-C.B.-2C	\$1,921.04
9605	5	THE CLUB	510 SUMMIT AVE.	4A	2.5-S-ST&CB-E-H	\$2,062.82
12103	6	THE HAMPSHIRE HOUSE, L.L.C.	22 TONNELE AVE.	4C	5S-B-A-50U-H-E	\$2,346.95
7902	73	TUNG, RAE F.	2986 KENNEDY BLVD.	4A	3S-B-C-2U-H	\$765.12
13402	2	TWIN PROPERTIES, LLC%DYNASTY REALTY	848 BERGEN AVE.	4A	2S-B-O-H	\$656.28
13402	3	TWIN REALTY ASSOCIATES, L.L.C.	850 BERGEN AVE.	4A	3S-BT-BF-O	\$2,540.77
12107	25	UNITED COMMUNITY FUND OF J.C.	857 BERGEN AVE	15D	2S-MASON-O-H	\$0.00
12107	26	UNITED WAY OF HUDSON COUNTY	855 BERGEN AVE.	15D	4S-B-01-H	\$0.00
7805	13	VAID, MADHUKANT M. & HASUMATI M.	133 VAN WINKLE AVE.	4A	2S-B&F-C2-2U-H	\$4,016.40
10701	4	VASHINO PROPERTIES, LLC %RAJIV SOIN	900 BERGEN AVE.	4A	1&3S-B-C-O-H	\$2,008.20
12103	7	WANCO, MICHAEL ET UX	157 SIP AVE.	4A	2S-F-C-1U-H	\$1,004.10
12107	27	WANG, JINSONG & FANG, KUN	851 BERGEN AVE.	2	4S-B-C-15U-H-G3	\$46.94
7804	12	WHITE CASTLE SYSTEM INC.	2995 KENNEDY BLVD.	4A	1S-M-C-H	\$8,907.57
13401	5	WILSON, TAMIKA	844 BERGEN AVE.	2	3S-B-1C-5UCONDO	\$46.94
7805	22	ZYNCHENKO, WALLACE	820 NEWARK AVE.	4A	3S-B-C-4U-NH	\$1,004.10
						\$708,709.51

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the Journal Square Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on Wednesday, August 28, 2013 at 6:00 P.M. at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

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

City Clerk File No. RES. 13,568
 Agenda No. 10.0.
 Approved: AUG 28 2013
 TITLE:



AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2006-0232 SOLD TO HEARTWOOD 55, LLC

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold tax sale certificate # 2006-0232 on 54-56 Washburn Street, Block 8203 Lot 17 to Heartwood 55, LLC; and

WHEREAS, Heartwood 55, LLC the third party lien holder for the certificate 2006-0232 lost the original certificates; and

WHEREAS, the Tax Collector would like to issue duplicate tax sale certificate to Heartwood 55, LLC under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that Heartwood 55, LLC is hereby given a duplicate tax sale certificate.

APPROVED: [Signature]

APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

AFFIDAVIT OF LOST TAX SALE CERTIFICATE

STATE OF FLORIDA)

) SS.:
COUNTY OF)

MARYA UFEN, being duly sworn upon his/her oath according to law, deposes and says:

1. I am the VICE PRESIDENT of Heartwood 55, LLC who is the holder of a certain Tax Sale Certificate #2006-0232 with respect to Jersey City Block 530, Lot 66 (54-56 Washburn Avenue) which has been lost and I make this Affidavit in an effort to obtain a duplicate Tax Sale Certificate #2006-0232 from the Jersey City Tax Collector's Office in order to ultimately discharge said lien.
2. On or about June 5, 2013 I received a check on behalf of Oakland Washburn Associates, LLC and Adel Shenouda by his Estate a/k/a Estate of Adel Shenouda in the sum of \$122,542.02 in full settlement of the discounted amount due on Tax Sale Certificate #2006-0232 pursuant to a Consent Order of Hon. Hector R. Velazquez dated May 29, 2013.
3. Upon receipt of same I executed the back of the Tax Sale Certificate #2006-0232 under the heading "Authorization For Cancellation of Record by a Private Corporation" and did attempt to forward the original to the Tax Collector of Jersey City so that a discharge of the lien would be effectuated.
4. Unfortunately, said Tax Sale Certificate was apparently lost in transit and never received by the Tax Collector of Jersey City.
5. I did speak with Maureen Cosgrove, Tax Collector, who did advise that she could not discharge the tax lien at my request because it was settled for less than the full amount and was not paid through her office.

6. Therefore, I request that the Tax Collector of Jersey City send me a duplicate Tax Sale Certificate 2006-0232. When received by me I will sign the back authorizing cancellation and send back to Maureen Cosgrove, Tax Collector of Jersey City. I request that the Tax Collector then forward the duplicate Tax Sale Certificate to the Clerk/Register of Hudson County to discharge said lien.

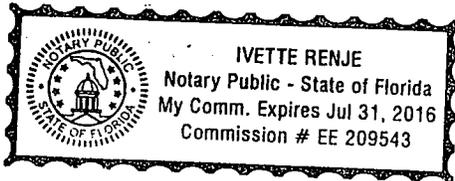
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: July 22nd 2013

A handwritten signature in cursive script, appearing to be 'C. M. J.', written over a horizontal line.

Sworn to and subscribed before me
this 22nd day of July, 2013

A handwritten signature in cursive script, appearing to be 'Ivette Renje', written over a horizontal line.
Notary Public



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

City Clerk File No. RES. 13.569
 Agenda No. 10.P.
 Approved: AUG 28 2013
 TITLE:



AUTHORIZE REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATES# 2009-1904 & 2012-0286 SOLD TO PAT CARABELLESE

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

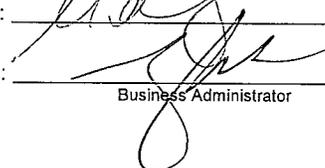
WHEREAS, the City of Jersey City sold two tax sale certificates on 120 Lincoln Street & 18 Cambridge Avenue for Block 866 Lot 15 & Block 4405 Lot 6, certificates# 2009-1904 & 2012-0286 to Pat Carabellese; and

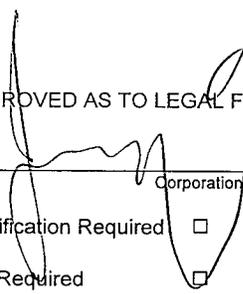
WHEREAS, Pat Carabellese, the third party lienholder for certificates 2009-1904 & 2012-0286 lost the original certificates issued on October 8, 2009 & December 20, 2012; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificates were redeemed on May 23, 2013 & April 2, 2013 by the property owner; and

WHEREAS, the Tax Collector would like to issue two duplicate tax sale certificates to Pat Carabellese under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that Pat Carabellese be given two duplicate tax sale certificates.

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel
 Certification Required
 Not Required

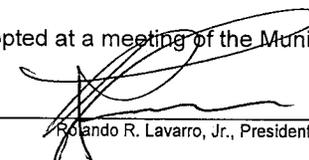
APPROVED 9-0

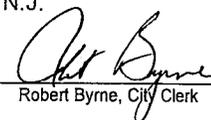
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ 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

AFFIDAVIT OF LOST OR DESTROYED TAX SALE CERTIFICATE

MUNICIPALITY: JERSEY CITY
NAME MARIINEZ, JUAN
ADDRESS 18 CAMBRIDGE AVE
BK 4405 LOT 6 7

TAX SALE CERTIFICATE NO: 12-286

DATE OF SALE 12/20/12

RECORDED IN BOOK PAGE

RECORDING DATE

I HERBY CERTIFY THAT PAT CARABELLESE/PAM INVESTORS IS THE
RIGHTFUL OWNER OF THE ABOVE CERTIFICATES BY VIRTUE OF THE
ABOVE RECORDINGS IN THE UNION COUNTY PUBLIC RECORDS.

I FURTHER CERTIFY THAT THE I DID NOT ASSIGN THE CERTIFICATES
OR RECEIVED ANY MONEY FOR THE CERTIFICATES.

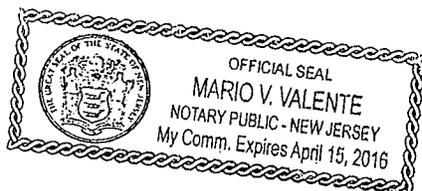


PATRICK CARABELLESE

THE ABOVE PERSON APPEARED BEFORE ME
ON 8/6/13/13



MARIO VALENTE



AFFIDAVIT OF LOST OR DESTROYED TAX SALE CERTIFICATE

MUNICIPALITY: JERSEY CITY
NAME TAPIA DENNYS
ADDRESS 120 LINCOLN ST
866 LOT 15

TAX SALE CERTIFICATE NO: '0-528

DATE OF SALE 10/8/09

RECORDED IN BOOK PAGE

RECORDING DATE

I HERBY CERTIFY THAT PAT CARABELLESE/PAM INVESTORS IS THE
RIGHTFUL OWNER OF THE ABOVE CERTIFICATES BY VIRTUE OF THE
ABOVE RECORDINGS IN THE UNION COUNTY PUBLIC RECORDS.

I FURTHER CERTIFY THAT THE I DID NOT ASSIGN THE CERTIFICATES
OR RECEIVED ANY MONEY FOR THE CERTIFICATES.

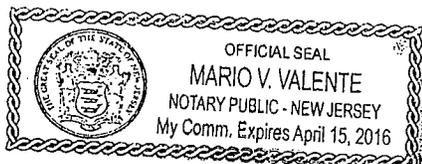


PATRICK CARABELLESE

THE ABOVE PERSON APPEARED BEFORE ME
ON 8/6/13/13



MARIO VALENTE



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

City Clerk File No. RES. 13.570

Agenda No. 10.G.

Approved: AUG 28 2013

TITLE: _____



**CANCELLATION OF 3RD & 4TH QUARTERS 2013 AND 1ST & 2ND QUARTERS
2014 REAL ESTATE TAXES ON BLOCK 11612 LOT 2
QUALIFIERS C002A, C002B, C002C, C002D, C002E, C002G & C02F1,
ALSO KNOWN AS 311 WASHINGTON STREET
A CITY OWNED PROPERTY**

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

WHEREAS, the City of Jersey City acquired the subject property by court order on September 7, 2011, and therefore, the taxes should be cancelled for the 3rd & 4th quarters of 2013 & 1st & 2nd 2014 tax year; and

WHEREAS, the Tax Collector's files still indicate that taxes are due for the 3rd & 4th 2013 & 1st & 2nd 2014 tax years and the Tax Collector would like to cancel the charges; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate tax balance on BLOCK 11612 LOT 2 Qual. C002A, C002B, C002C, C002D, C002E, C002G & C02F1, also known as 311 Washington Street , Jersey City, New Jersey is hereby canceled.

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel
Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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]
Rolanfo 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. 13.571

Agenda No. 10.R.

Approved: AUG 28 2013

TITLE:



RESOLUTION REMOVING RESTRICTIONS FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 5201, LOT 13 (FORMERLY BLOCK 722.A, LOT 8.A, 8.B, 9.A AND 10), ALSO KNOWN AS 302-306 PALISADE AVENUE, JERSEY CITY)

COUNCIL
of the following resolution

offered and moved adoption

WHEREAS, after a public auction, the City of Jersey City by Resolution dated August 16, 2006, approved the conveyance of the certain public lands not needed for public use, located at Block 722.A, Lots 8.A, 8.B, 9.A and 10, now Block 5201, Lot 13, commonly known as 302-304 Palisade Avenue, Jersey City Hudson County, New Jersey [Property], to DRG Realty; and

WHEREAS, on April 11, 2007 the Municipal Council adopted a resolution authorizing the assignment of the purchase from DRG Realty, LLC to Len Developers, LLC; and

WHEREAS, the Deed, dated April 25, 2007, provided for Len Developers, LLC to comply with certain conditions or the title to the property would automatically revert to and become vested in the City of Jersey City, which Deed paragraph is entitled "Forfeiture of Title; and

WHEREAS, the aforesaid conditions were: 1) compliance with the 325 Palisade Avenue Redevelopment Plan, 2) forbidding Len Developers, LLC to sell or attempt to sell the Property prior to complying with the 325 Palisade Avenue Redevelopment Plan, and 3) allowance of access to City officials seeking to inspect the Property; and

WHEREAS, the City Planning Department and the Real Estate Department have confirmed that Len Developers, LLC have complied with the aforesaid conditions; and

WHEREAS the City Real Estate Office recommends that the conditions of the Deed be deemed satisfied; and

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

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

1. The Director of Office of Real Estate Management has confirmed that Lens Developers, LLC has complied with the 325 Palisade Avenue Redevelopment Plan and all other conditions of sale; the City finds and declares that all the terms and conditions of sale contained in the April 25, 2007 Deed from the City to Lens Developers, LLC have been satisfied and the Deed restrictions set forth in the paragraph entitled "Forfeiture to Title" should be removed.
2. Block 5201, Lot 13 (formerly Block 722.A, Lot 8.A, 8.B, 9.A and 10, commonly known as 302-304 Palisade Avenue, Jersey City Hudson County, New Jersey [Property], is hereby released from the restrictions set forth in the Deed.
3. The Mayor is hereby authorized to execute this Resolution and a notary public notarize the acknowledgment contained herein in accordance with the law so that this Resolution may be recorded in the Hudson County Register's Office.

02013105

City Clerk File No. RES. 13.571

Agenda No. I.O.R. AUG 28 2013

TITLE: RESOLUTION REMOVING RESTRICTIONS FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 5201, LOT 13 (FORMERLY BLOCK 722.A, LOT 8.A, 8.B, 9.A AND 10), ALSO KNOWN AS 302-306 PALISADE AVENUE, JERSEY CITY)

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

WITNESS

CITY OF JERSEY CITY

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

STATE OF NEW JERSEY)
SS:
COUNTY OF HUDSON)

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

Sworn and subscribed to me before this day of , 2013

Notary Public

Robert Byrne

APPROVED: JOD/dc

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

Corporation Counsel

Certification Required []

Not Required []

APPROVED 9-0

Table with 12 columns: COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V. Rows include GAJEWSKI, RAMCHAL, BOGGIANO, YUN, OSBORNE, COLEMAN, RIVERA, WATTERMAN, 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



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

MEMORANDUM

TO: Mayor Steven Fulop, President and Members of the Municipal Council

FROM: Jeremy Farrell, Corporation Counsel

DATE: August 17, 2013

SUBJECT: Resolution removing restrictions from the City's Deed to 302-306 Palisade Avenue ("the Property")

Attached is a copy of a proposed Resolution which will remove the restrictions contained in the Deed from the City to DRG Realty, LLC which was assigned to Len Developers, LLC.

The Deed's requirement for the removal of the restriction was that the Property comply with the 325 Palisade Redevelopment Plan. This, the owner has done, as confirmed by the Division of Planning.

The Real Estate Office has agreed with the Planning Division and has agreed that the Deed restrictions be removed.

I recommend that the Deed restriction be removed as set forth in the attached Resolution and that the attached Resolution be recorded in the Hudson County Register's Office.

If you have any questions regarding this proposed Resolution kindly contact the Office of the Corporation Counsel.

Thank you.

JM/jdo/dc
Encl.

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

City Clerk File No. RES. 13.572

Agenda No. 10.5.

Approved: AUG 28 2013

TITLE:

**RESOLUTION REMOVING A RESTRICTION FROM THE
DEED OF CONVEYANCE THAT AFFECTS
BLOCK 274 LOT 47 LOCATION 536 JERSEY AVENUE**



**COUNCIL
following resolution:**

offered and moved adoption of the

WHEREAS, the City of Jersey City on October 7, 1982 sold the above property not needed for public use to: Ismael & Mercedes Cruz, 164 Hackett Place, Rutherford, New Jersey; and,

WHEREAS, the conditions of sale set forth that the purchaser renovate the property and obtain a Certificate of Occupancy; and,

WHEREAS, the Municipal Council of the City of Jersey City released a Deed to the owner of the property with the express condition that no purchaser without the express consent of the Municipal Council by resolution, be permitted to sell, convey or otherwise transfer the property before all the conditions of sale are fully complied with; and,

WHEREAS, The Construction Official signed and issued a Certificate of Continued Occupancy on said property; and,

WHEREAS, the property may now be released from the restrictive covenants that affect it; and,

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

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

1. The City finds and declares that all the terms and conditions of sale contained in the resolution adopted by the governing body of the City of Jersey City on September 23, 1982 have been complied with.

2. Block 274 Lot 47 Location 536 Jersey Avenue is hereby released from any and all restrictions.

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

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

WITNESS

CITY OF JERSEY CITY

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

02013104

City Clerk File No. RES. 13.572

Agenda No. 10.5. AUG 28 2013

TITLE:

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 274 LOT 47 LOCATION 536 JERSEY AVENUE

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

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

Sworn and subscribed to
Before me this day
of 2013.

Notary Public

Robert Byrne, City Clerk

APPROVED: *Ann Marie Miller*
Ann Marie Miller, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

LEGISLATIVE FACT SHEET

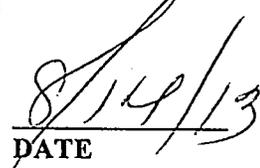
This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. The department, division or agency responsible for the overall implementation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

1. **FULLTITLE OF AUTHORIZING RESOLUTION:**
RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 274 LOT 47 LOCATION 536 JERSEY AVENUE.
2. **NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**
Ann Marie Miller (201) 547-5234.
3. **DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**
To give clear title to the owner of the property.
4. **REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC.:**
The Municipal Council of the City of Jersey City released a Deed to the owner of the property with the express condition that no purchaser without the express consent of the Municipal Council by resolution, be permitted to sell, convey or otherwise transfer the property before all conditions of sale are fully complied with. The Construction Official signed and issued a Certificate of Continued Occupancy on said property releasing it from restrictive covenants that affect it.
5. **ANTICIPATED BENEFITS TO THE COMMUNITY:**
The owner will be able to sell, convey or transfer the property.
6. **PROPOSED COST:**
N/A
7. **PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT ETC:** Ann Marie Miller (201) 547-5234

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.



REAL ESTATE OFFICE



DATE



DEPARTMENT OF
Housing & Economic Development
Office of The Construction Official
Michael J. Reagin, Construction Official
30 Montgomery Street, 4th Floor, Jersey City, N.J. 07302
(201) 547-5055



CERTIFICATE

Date Issued 4/18/94
Control # _____
Permit # 93-064

CITY OF JERSEY CITY

IDENTIFICATION

Block 27A Lot 47
Work Site Location 536 JERSEY AVENUE
Owner In Fee Ismael Cruz
Address 311 Grove Street
Jersey City, NJ
Tele. (____) _____
Contractor Ismael Cruz
Address 311 Grove Street
Jersey City, NJ
Tele. (____) _____
Lic. No. or Bldg. Reg. No. #3040
Federal Emp. No. _____
or Social Security No. _____

Home Warranty No. _____
Type of Warranty Plan: [] State [] Private
Use Group M
Maximum Live Load 75#psf
Construction Classification _____
Maximum Occupancy Load _____
Description of Work/Use: _____
Repair of existing commercial space..... COFFEE SHOP
Total Cost:.... \$5,000.

CERTIFICATE OF OCCUPANCY

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

CERTIFICATE OF CONTINUED OCCUPANCY

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

CERTIFICATE OF APPROVAL

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

CERTIFICATE OF COMPLIANCE

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

TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance the following conditions must be met no later than _____, 19____ or the owner will be subject to fine or order to vacate:

Fee \$ 150.00

Paid [X] Check No. _____ cash

Collected by: _____

CONSTRUCTION OFFICIAL

Michael J. Reagin
418-94



CITY OF JERSEY CITY

DEPARTMENT OF
Housing & Economic Development
Office of The Construction Official
Michael J. Regan, Construction Official
30 Montgomery Street, 4th Floor, Jersey City, N.J. 07302
(201) 544-9065



CERTIFICATE

Date Issued 6/6/94
Contract # _____
Permit # 7791

IDENTIFICATION

Block 274 Lot 47
Work Site Location 536 JERSEY AVENUE
Owner in Fee Ismael Cruz
Address 311 Grove Street
Jersey City, NJ 07302
Tel: (____) _____
Contractor _____
Address _____
Tel: (____) _____
Lic. No. or Bldg. Reg. No. _____
Federal Emp. No. _____
or Social Security No. _____

Home Warranty No. _____
Type of Warranty Plan: [] State [] Private
Use Group M
Maximum Live Load 7.5#/sf
Construction Classification _____
Maximum Occupancy Load _____
Description of Work/Use:
SHOE REPAIR

CERTIFICATE OF OCCUPANCY

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

CERTIFICATE OF CONTINUED OCCUPANCY

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

CERTIFICATE OF APPROVAL

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

CERTIFICATE OF COMPLIANCE

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

TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance the following conditions must be met no later than _____, 19____ or the owner will be subject to fine or order to vacate:

CONSTRUCTION OFFICIAL

Michael J. Regan
5-24-94

Fee \$ 150.00
Paid [X] Check No. 0179
Collected by: _____

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

City Clerk File No. RES. 13.573

Agenda No. 10.T

Approved: AUG 28 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A MORTGAGE DISCHARGE FOR HORIZON HEALTH CENTER, INC., AFFECTING 276 FAIRMOUNT AVENUE A/K/A/ BLOCK 1907.5, LOTS 58, 59.A AND 59.B

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, on April 30, 1998, Horizon Health Center, Inc. (Horizon) executed a Community Development Block Grant (CDBG) Sub-recipient Agreement (Agreement) with the City of Jersey City (City) to acquire and rehabilitate the property located at 276 Fairmount Avenue, a/k/a Block 1907.5, Lots 58, 59.A and 59.B (Property) to be used as a community preventative primary and reproductive health clinic; and

WHEREAS, on April 30, 1998, Horizon executed a mortgage with the City in the amount of \$235,000 in order to acquire and rehabilitate the Property which was recorded with the Hudson County Register's Office on July 14, 1998 in Book 6632, page 293; and

WHEREAS, as a condition of the loan, Horizon had to continue to use the property as a preventative primary and reproductive health clinic for low and moderate income persons for a ten (10) year period and comply with the covenants and conditions set forth in the City's Agreement and loan documents; and

WHEREAS, the ten (10) year period has expired and the City by its Division of Community Development has reviewed the documents and determined that Horizon has complied with the conditions of the City's Agreement and loan documents; and

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

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

- 1) The Mayor or Business Administrator is hereby authorized to execute a Mortgage Discharge for Horizon Health Center, Inc. and any other documents appropriate or necessary to effectuate the purposes of the within resolution for the property 276 Fairmount Avenue, a/k/a Block 1907.5, Lots 58, 59.A and 59.B.
- 2) All documents shall be subject to approval by the Corporation Counsel.

IW/he
8-14-13

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 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

MEMORANDUM

TO: Council President and Council Members
FROM: Itza G. Wilson, Asst. Corporation Counsel
DATE: August 14, 2013
SUBJECT: **Requests for Discharge of Mortgages**

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, CDBG 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. 574

Agenda No. 10.0.

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 417 BALDWIN AVENUE A/K/A BLOCK 6801, LOT 13 F/K/A BLOCK 563, LOT 31D

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on December 17, 1999, Barbara Smith (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$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 417 Baldwin Avenue, Jersey City, also known as Block 6801, Lot13 f/k/a Block 563, Lot 31D; 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 Barbara Smith dated December 17, 1999, in the sum of \$15,000 affecting 417 Baldwin Avenue, also known as Block 6801, Lot 13 f/k/a Block 563, Lot 31D.

IW/hc
8/05/13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

02003103

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	✓			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 *IW*
Subject: **Requests for Discharge of Mortgages**
Date: August 5, 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. 575

Agenda No. 10.V.

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE SUBORDINATION OF THE CITY'S MORTGAGE TO TD BANK, N.A., AFFECTING PROPERTY KNOWN AS 291-297 HALLADAY STREET A/K/A BLOCK 20003, LOTS 6.01, 7.01, 10.01 AND 11.01

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Jersey City Episcopal Community Development Corporation now known as Garden State Episcopal Community Development Corporation (GSECDC), the owner of Block 20003, Lots 11.01, 10.01, 7.01 and 6.01 f/k/a Block 2054, Lots 9, 10, 11.B and 15C a/k/a 291-297 Halladay Street (Property), executed a HOME mortgage with the City of Jersey City (City) in the amount of \$832,889.00 on September 20, 2012; and

WHEREAS, the City's mortgage was recorded on July 10, 2013 in Book 18192 at page 71; and

WHEREAS, the HOME funds were allocated to GSECDC for the purpose of constructing eight (8) units at the Property for low and moderate affordable income households for a minimum period of twenty (20) years; and

WHEREAS, GSECDC requested additional funds of \$257,000.00 to complete the construction of the units; and

WHEREAS, a Mortgage Modification Agreement was executed by GSECDC on August 2, 2013 to increase the City's mortgage loan to \$1,089,889.00; and

WHEREAS, the Mortgage Modification Agreement was recorded on August 16, 2013 in Book 685 at page 39; and

WHEREAS, GSECDC desires to apply for additional loan funds in the amount of \$848,000.00 with TD Bank, N.A. to assist with the construction of the units at the Property; and

WHEREAS, as a condition of the construction loan to GSECDC, the new lender, TD Bank, N.A., its successors and/or assigns requires that the City's mortgage be made subordinate to its loan; and

WHEREAS, the City's mortgage of \$1,089,889.00 will be made subordinate to TD Bank's loan; and

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

WHEREAS, the City by its Division of Community Development has reviewed the request for the City to subordinate its mortgage to the loan of TD Bank and recommends that the City agree to the subordination even though the value of the property does not support the amount of the new loan and the City's mortgages by the approximate sum of \$320,000.00 because the funds will be used to create desperately needed additional affordable housing units in Jersey City.

City Clerk File No. RES. 13.575

Agenda No. 10.V. AUG 28 2013

TITLE:

RESOLUTION AUTHORIZING THE SUBORDINATION OF THE CITY'S MORTGAGE TO TD BANK, N.A., AFFECTING PROPERTY KNOWN AS 291-297 HALLADAY STREET A/K/A BLOCK 20003, LOTS 6.01, 7.01, 10.01 AND 11.01

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel, subordinating the City's lien affecting 291-297 Halladay Street also known as of Block 20003, Lots 11.01, 10.01, 7.01 and 6.01 f/k/a Block 2054, Lots 9, 10,11.B and 15C to the interests of the new first mortgage of TD Bank, N.A.

IW/he
8/15/13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>8 28 13</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	✓			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

IW

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



Inter-Office Memorandum

DATE: July 29, 2013
TO: Itza Wilson, Asst. Corporation Counsel-Law Department
FROM: Darice Toon, Director-Division of Community Development
SUBJECT: Mortgage Subordination for 291-297 Halladay Street.

RECEIVED
17 JUL 31 09 04 AM
DIVISION OF COMMUNITY
DEVELOPMENT

This is to request your assistance in processing a resolution authorizing subordination for the above referenced project. Specific facts related to this request are displayed in the following table:

Borrower/Owner	Jersey City Episcopal CDC (now know as Garden state Episcopal CDC)
Purpose	City of Jersey City subordinate its mortgage to, TD Bank, N.A.
Property Address	291-297 Halladay Street Jersey City, NJ Block 20003 Lots 11.01, 10.01, 7.01 and 6.01
City Mortgage	HOME Mortgage in the amount of \$832,889.00 Recorded on July 10, 2013 Book 18192 Page 71.
Date Mortgage was made:	September 20, 2012
New Mortgage	Loan amount of \$848,000.000* TD Bank, N.A. 155 Jefferson Street Passaic, NJ 07055

*Present first mortgage is \$832, 889, 00; Jersey City Episcopal CDC (now known as Garden State Episcopal, CDC is requesting the Mortgagee to subordinate its Mortgage in favor of a new mortgage ("TD Bank, N. A. Mortgage") to be given by Borrowers to T.D. Bank, N.A. in the amount of Eight Hundred and Forty Eight Thousand Eight Hundred Eighty nine and no/100 Dollars (\$848,889.00). See attached sample Subordination Agreement.

Your assistance in preparing a resolution for the August 21, 2013 Council meeting will be greatly appreciated. Thank You.

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

City Clerk File No. RES. 13. 576

Agenda No. 10. W

Approved: AUG 28 2013

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY
INVESTIGATION OF CONDITIONS OF THE JOURNAL SQUARE PAVONIA AND
SUMMIT STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF
REDEVELOPMENT**

WHEREAS, pursuant to NJS 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJS 40A:12A-3; and

WHEREAS, pursuant to NJS 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJS 40A:12A-6.b.; and

WHEREAS, the study area is immediately adjacent to the Journal Square Transportation Center and appears to exhibit the characteristics qualifying as an area in need of redevelopment; and

WHEREAS, the study area is consistent with the attached map labeled "Journal Square Pavonia and Summit Study Area Boundary Map" dated July 22, 2013; and

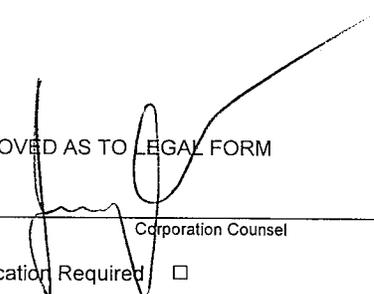
NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced study area to determine if said study area qualifies as an "area in need of redevelopment."


Robert D. Cotter, Director
Division of City Planning

APPROVED: _____

APPROVED:  _____
Business Administrator

APPROVED AS TO LEGAL FORM

 _____
Corporation Counsel

Certification Required

Not Required

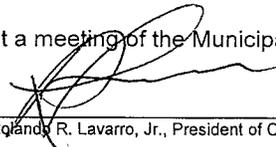
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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 FACT SHEET

1. Full Title of Resolution:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE JOURNAL SQUARE PAVONIA AND STUMMIT STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT

2. Name and Title of Person Initiating the Resolution:

Anthony Cruz, Director, Department of Housing, Economic Development and Commerce

3. Concise Description of the Plan Proposed in the Resolution:

Authorizes the Planning Board to undertake a study to determine whether the Study Area meets the statutory criteria as an "area in need of redevelopment."

4. Reasons for the Proposed Plan:

If the study area meets the criteria as an area in need of redevelopment, then Redevelopment Area Bond (RAB) financing will be possible for the previously approved "Journal Squared" project.

5. Anticipated Benefits to the Community:

Increase the funding opportunities for a previously approved redevelopment project.

6. Cost of Proposed Program, Project, etc.: \$0.00, all work done in house

7. Date Proposed Program or Project will commence: Upon Adoption

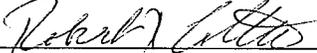
8. Anticipated Completion Date: N/A

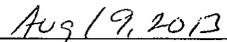
9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, Director, City Planning 547-5050
Jeffrey Wenger, Principal Planner 547-5453

10. Additional Comments: None

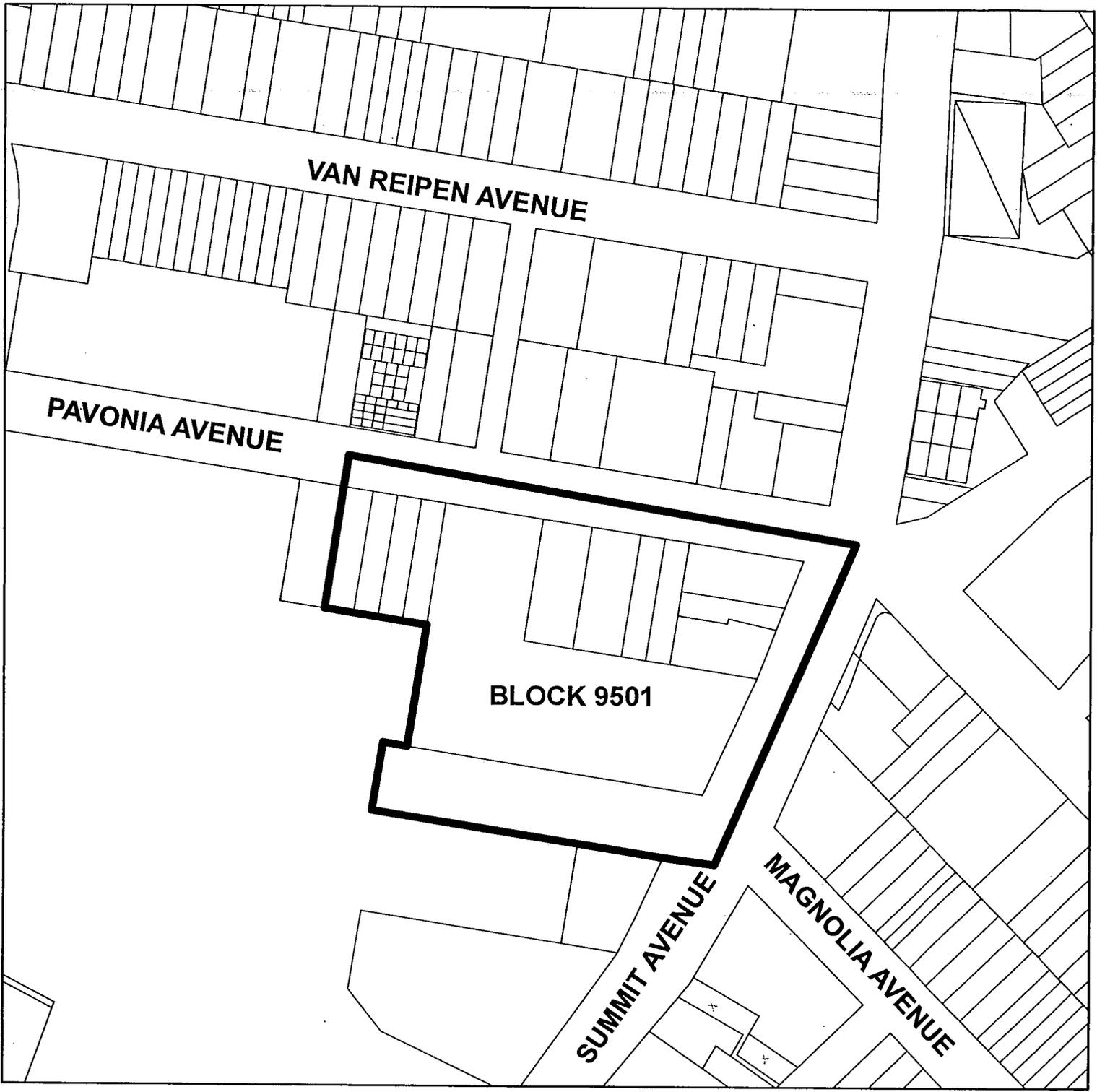
I Certify that all the Facts Presented Herein are Accurate.


Division Director


Date

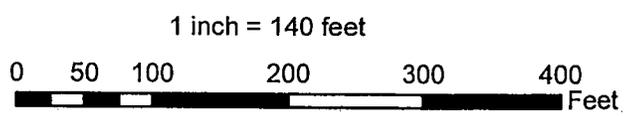
Department Director Signature

Date



**JOURNAL SQUARE PAVONIA AND SUMMIT STUDY AREA
BOUNDARY MAP**

JULY 22, 2013



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

City Clerk File No. RES. 13.577

Agenda No. 10.X.

Approved: AUG 28 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM FUNDS

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on April 21, 2010 the Municipal Council adopted Resolution No. 10-239 authorizing the submission of the 2009-2014 Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on August 10, 2011 and June 27, 2012, the Municipal Council adopted Resolutions No. 11-524 and 12-490, respectively, authorizing the submission of Annual Applications and Action Plans; and

WHEREAS, the City is desirous of reallocating \$385,000 in Community Development Block Grant (CDBG) funds reprogrammed from fiscal year(s) 2011, 2012 and prior years; and

WHEREAS, the City is desirous of re-allocating CDBG funds as detailed on the attached page.

NOW, THEREFORE, BE IT RESOLVED that the Mayor or Business Administrator is hereby authorized to execute agreements with organizations identified in Exhibit A and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

BE IT FURTHER RESOLVED, that 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 and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL
ACTION PLANS TO RE-PROGRAM FUNDS**

EXHIBIT A

Description				
<p>Applicant: Jersey City Employment and Training Commission (JCETC) 895 Bergen Avenue Jersey City, NJ 07306</p> <p>Program: Jersey City Re-Entry Program 398 Martin Luther King Drive Jersey City, NJ 07305-3715</p>				
<p>The City proposes to award CDBG funds to the JCETC for the creation of a program designed to assist individuals returning from a correctional environment to successfully re-integrate into the community. The program is a collaboration between clinical, social services and job readiness fields. Allocate \$100,000 in CDBG Public Service funds for program operations and \$250,000 in CDBG funds for the purpose of retrofitting the program site located at 398 MLK Drive.</p>				
YEAR	ACCOUNT	AMOUNT	HUD Activity #	
2011 2012	Available Funds	\$191,657	N/A	
Various	Recaptured Funds	\$158,343	N/A	
<p>Applicant: Grace Van Vorst Community Service 39 Erie Street Jersey City, NJ 07304</p> <p>Program: Grace Senior Center for Healthy Living</p>				
<p>The program promotes a healthy lifestyle by offering low income seniors healthy living options, such as, exercise programs, hot lunch, volunteer opportunities, etc. Allocate \$11,000 in CDBG recaptured funds.</p>				
YEAR	ACCOUNT	AMOUNT	HUD Activity #	
2011	Recaptured Funds	\$11,000	N/A	
<p>Applicant: WomenRising Inc. 270 Fairmount Avenue Jersey City, NJ 07304</p> <p>Program: Facility Rehabilitation</p>				
<p>WomenRising was awarded \$300,000 for a basement conversion project to create additional program space and \$365,000 for a HVAC system and other health and safety upgrades to accommodate a newly finished space. Due to unanticipated change orders WomenRising has requested that \$24,000 be transferred from the basement conversion project to the HVAC system project.</p>				
YEAR	ACCOUNT	ORIGINAL AMOUNT	NEW AMOUNT	HUD Activity #
2009 2010	HVAC and Health and safety upgrades increases award by \$24,000	\$365,000	\$389,000	N/A
2012 2013	Community Space reduce funding by \$24,000	\$300,000	\$276,000	N/A

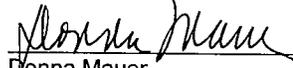
TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL
ACTION PLANS TO RE-PROGRAM FUNDS**

SUMMARY OF REPROGRAMMED ACCOUNTS

VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O. #
Jersey City Employment and Training Commission	Jersey City Re-Entry Program	\$250,000.	55-200-56-851-511	110858
Jersey City Employment and Training Commission	Jersey City Re-Entry Program	\$100,000.	55-200-56-851-513	110859
Grace Van Vorst Community Service	Grace Senior Center for Healthy Living	\$11,000.	55-200-56-851-816	110860
WomenRising Inc.	HVAC System Project	\$24,000.	51-200-56-851-609	99269

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$385,000 are available in the above accounts.


 Donna Mauer
 Chief Financial Officer

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel
 Certification Required

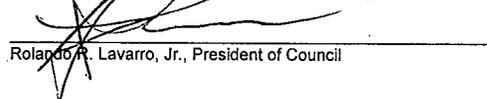
Not Required
 APPROVED 9-0

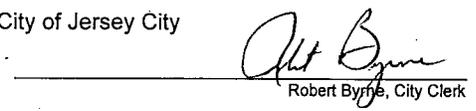
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ 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

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to 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.

FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM FUNDS

NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:

Darice Toon, Director, Division of Community Development – 201-547-5304

DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:

Re-allocating CDBG funds to create program designed to assist individuals returning from correctional environments for successful re-integration into primarily low/moderate communities and a program promoting healthy living options for low income seniors.

ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Provides clinical, social services and job readiness skills to former incarcerated individuals and availability to healthy lifestyle options, such as, exercise programs, hot lunches, volunteer opportunities for low income seniors.

COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):

\$385,000

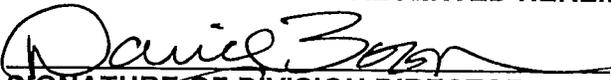
IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

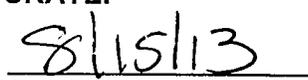
September 2013

ANTICIPATED COMPLETION DATE:

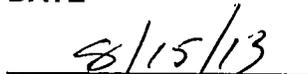
August 2014

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.


SIGNATURE OF DIVISION DIRECTOR


DATE


SIGNATURE OF DEPARTMENT DIRECTOR


DATE

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

City Clerk File No. RES. 13.578

Agenda No. TC.Y.

Approved: AUG 28 2013

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR
CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS
UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2013
THROUGH MARCH 31, 2014**

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,450,102 in Community Development Block Grant (CDBG) funds, \$386,055 in Emergency Solutions Grant (ESG) funds, \$2,810,245 in Housing Opportunities for Persons With AIDS (HOPWA) funds and \$1,452,311 in HOME Investment Partnerships Program (HOME) funds for Fiscal Year 2013; and

WHEREAS, the City of Jersey City has developed a One (1) Year Annual Action Plan consistent with the City's needs and federal regulations; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has approved the City's FY2013 Annual Action Plan; and

WHEREAS, most of the activities proposed in the City's application require the use of agencies and subgrantees; and

WHEREAS, the attached entities are eligible under 24 CFR Part 570, 24 CFR Part 92, 24 CFR Part 574 and 24 CFR Part 576; and

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons With AIDS (HOPWA) and HOME Investment Partnerships Program (HOME) in compliance with such requirements; and

WHEREAS, 24 CFR85; 570.1; 570.204(c); 570.3; (c); 570.500; 570.501-503 requires all subrecipients to be named in the application for approval by HUD; and

WHEREAS, a copy of the Subgrantee Agreements memorializing these contracts will be on file at the Office of the City Clerk; and

WHEREAS, these agreements are exempt from public bid according to N.J.S.A. 40A:11-5.

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 accept and execute HUD Entitlement Grant Agreements and to execute Subgrantee Agreements with subgrantees identified on the attached list, under the year 2013 HUD entitlement program and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development (DCD) during the fiscal year.

City Clerk File No. RES: 13-578

Agenda No. 10.Y. AUG 28 2013

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR
CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS
UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2013
THROUGH MARCH 31, 2014**

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, in substantially the form attached, and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

City Clerk File No. RES. 13.578

CDBG PUBLIC SERVICE

Agenda No. _____

10.Y. AUG 28 2013

2013 GRANT YEAR

TITLE:	CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
	ASPIRA Inc. of New Jersey	\$ 17,500.	55-200-56-851-914	110863
	Big Brothers Big Sisters of Essex, Hudson and Union Counties	\$ 50,000.	55-200-56-851-829	110864
	Boys & Girls Clubs of H.C. (Heights Outreach)	\$ 12,000.	55-200-56-851-865	110866
	Boys & Girls Clubs of H.C. (Youth Achievement)	\$ 13,000.	55-200-56-851-906	110865
	C-Line Community Outreach Services, Inc.	\$ 18,500.	55-200-56-851-974	110867
	College Little League, Inc.	\$ 13,500.	55-200-56-851-991	110868
	City Green, Inc.	\$ 35,000.	55-200-56-851-994	110869
	Concordia Learning Ctr. - St. Joseph's School for the Blind	\$ 13,000.	55-200-56-851-835	110870
	Educational Arts Team, Inc.	\$ 11,000.	55-200-56-851-978	110871
	Friends of Lifers Youth Corp. (Second Chance for Success)	\$ 16,895.	55-200-56-851-517	110872
	Girl Scouts Heart of New Jersey	\$ 20,000.	55-200-56-851-629	110873
	Grace Van Vorst Community Service	\$ 22,000.	55-200-56-851-816	110874
	Greenville American Recreational Association	\$ 13,500.	55-200-56-851-509	110875
	Greenville Westside Babe Ruth, Inc.	\$ 13,500.	55-200-56-851-876	110876
	Helping Mold Leaders	\$ 17,000.	55-200-56-851-877	110877
	H.C. Court Appointed Special Advocates (CASA)	\$ 50,000.	55-200-56-851-878	110901
	Jackie Robinson Little League	\$ 13,500.	55-200-56-851-611	110878
	J.C. Connections d/b/a Hudson Pride	\$ 8,000.	55-200-56-851-850	110879
	J.C. Tenant Affairs Board (After-School Program)	\$ 38,500.	55-200-56-851-831	110880
	Kennedy Dancers (Inner City Youth)	\$ 9,500.	55-200-56-851-965	110881
	Kennedy Dancers (Senior Citizens)	\$ 7,000.	55-200-56-851-633	110882
	Kidz 1 st , Inc. d/b/a/ JC Reviving Baseball in Inner Cities	\$ 9,800.	55-200-56-851-510	110883
	Lincoln Park Little League	\$ 13,500.	55-200-56-851-886	110884
	Nimbus Dance Works	\$ 5,000.	55-200-56-851-630	110885
	PAN American Concerned Citizens Action League	\$ 9,500.	55-200-56-851-815	110886
	Pershing Field Babe Ruth League, Inc.	\$ 13,500.	55-200-56-851-610	110887
	Philippine American Friendship Committee, Inc. (PAFCOM)	\$ 16,500.	55-200-56-851-851	110888
	Puerto Rican Family Institute	\$ 40,000.	55-200-56-851-822	110889
	Remarkable Mossi Youth Council	\$ 6,000.	55-200-56-851-507	110890
	Roberto Clemente Little League	\$ 13,500.	55-200-56-851-881	110891
	St. Ann's Home for the Aged	\$ 9,000.	55-200-56-851-634	110892
	Salvation Army (Adult Rehabilitation Center)	\$ 7,500.	55-200-56-851-512	110893
	Starting Points	\$ 20,000.	55-200-56-851-996	110894
	Urban League of Hudson County (General Social Services)	\$ 15,000.	55-200-56-851-925	110895
	Urban League of Hudson County (Power Up)	\$ 5,000.	55-200-56-851-923	110896
	Visiting Homemaker Service of H.C. (Families At Risk)	\$ 5,600.	55-200-56-851-514	110897
	Visiting Homemaker Service of H.C. (Senior Care)	\$ 7,700.	55-200-56-851-902	110898
	Washington Park Little League	\$ 13,500.	55-200-56-851-993	110899
	WomenRising, Inc. (Domestic Violence)	\$ 28,000.	55-200-56-851-911	110900

TITLE:	CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
	WomenRising, Inc. (Strong Foundations)	\$ 32,800.	55-200-56-851-924	110923
	York Street Project – The Kenmare HS (Job Readiness Svc.)	\$ 6,000.	55-200-56-851-813	110947
	Youth Music Group	\$ 7,000.	55-200-56-851-614	110939
	Youth Summer Programs	\$120,220.	55-200-56-851-519	N/A

**CDBG REHAB
2013 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Domus Corporation	\$107,550	55-200-56-851-998	110940
J.C. Division of Community Development (Demolition-Rehab)	\$250,000.	55-200-56-851-744	N/A
J.C. Community Development (Acquisition-Rehab)	\$700,000.	55-200-56-851-745	N/A
J.C. Division of Community Development (HORP)	\$250,000.	55-200-56-851-930	110941
J.C. Division of Community Development (HORP) – Project Delivery Costs	\$150,000.	55-200-56-851-930	N/A
J.C. Division of Community Development (Relocation Assistance)	\$ 60,000.	55-200-56-851-935	110942
J.C. Division of Community Development (Relocation Assistance) – Project Delivery Costs	\$ 15,000.	55-200-56-851-935	N/A
J.C. Department of Public Works (Parks & Forestry)	\$225,240.	55-200-56-851-622	110943
J.C. Redevelopment Agency (JCRA) – 292 MLK Dr.	\$350,000.	55-200-56-851-523	110944
J.C. Redevelopment Agency (JCRA) – 314 MLK Dr.	\$236,900.	55-200-56-851-995	110945
Philippine Community Center – 124 Mallory Av.	\$ 35,000.	55-200-56-851-997	110946
Rebuilding Together J.C.	\$ 35,000.	55-200-56-851-872	110938
CDBG-Rehab Unallocated	\$802,877.		

**HOME
2013 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Administration	\$ 145,409.	36-200-56-905-101	ADMIN
Garden State Episcopal CDC – (CHDO – Operating)	\$ 35,000.	36-200-56-905-601	110936
Garden State Episcopal CDC – (Neighborhood Recovery Prgm.)	\$ 621,750.	36-200-56-905-615	110937
Non-CHDO New Construction	\$ 650,152.	36-200-56-905-614	N/A

**HOPWA
2013 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Administration	\$ 79,984.	37-200-56-907-101	ADMIN
Catholic Charities Archdiocese of Newark – Canaan House	\$ 105,478.	37-200-56-907-542	110932
Catholic Charities Archdiocese of Newark – Franciska Residence	\$ 299,549.	37-200-56-907-980	110933
Garden State Episcopal Community Dev. Corp. – Corpus Christi	\$ 294,379.	37-200-56-907-588	110934
Garden State Episcopal Community Dev. Corp. – Hudson CASA	\$ 93,608.	37-200-56-907-984	110935
H.C. Housing Resource Center - TBRA	\$1,112,358.	37-200-56-907-589	110924
Let's Celebrate, Inc. – (STRMU)	\$ 248,296.	37-200-56-907-979	110925
Let's Celebrate, Inc. – (TBRA)	\$ 576,593.	37-200-56-907-983	110926

City Clerk File No. RES. 13.578

Agenda No. 10.Y. **EMERGENCY SOLUTIONS GRANT
2013 GRANT YEAR**

TITLE:

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Catholic Charities Archdiocese Newark - Hope House	\$ 67,174.	49-200-56-901-920	110928
Catholic Charities Archdiocese Newark - St. Lucy's Shelter	\$ 164,459.	49-200-56-901-742	110929
Garden State Episcopal CDC - Hudson CASA (HPRP)	\$ 154,422.	49-200-56-901-546	110927

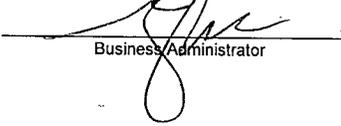
**ECONOMIC DEVELOPMENT
2013 GRANT YEAR**

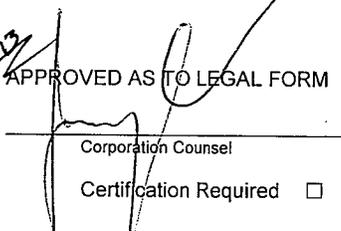
CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
Hudson Community Enterprises	\$ 100,000.	55-200-56-851-961	110930
Rising Tide Capital, Inc.	\$ 225,000.	55-200-56-851-631	110931

**ADMINISTRATION
2013 GRANT YEAR**

CONTRACTOR	AMOUNT	ACCOUNT NO.	P.O. NUMBER
J.C. Division of Community Development (DCD)	\$1,014,270.	55-200-56-851-918	ADMIN
J.C. Dept. of HEDC / Housing Code Enforcement (HCE)	\$ 75,750.	55-200-56-851-529	ADMIN


 Donna Mauer
 Chief Financial Officer

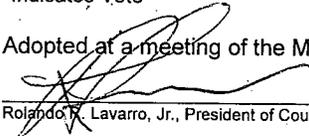
APPROVED: 
 APPROVED: 
 Business Administrator

RES 8/15/13
 APPROVED AS TO LEGAL FORM

 Corporation Counsel
 Certification Required
 Not Required
APPROVED 9-C

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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 Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to 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.

FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2013 THROUGH MARCH 31, 2014

NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:

Darice Toon, Director, Division of Community Development – 201-547-5304

DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:

FY2013 HUD Entitlement Grant application for City of Jersey City

ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Funding assists agencies and subgrantees to implement various projects/social services for Jersey City residents.

COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):

CDBG Entitlement Funds:	\$5,450,102.
HOME Entitlement Funds:	\$1,452,311.
HOPWA Entitlement Funds:	\$2,810,245.
ESG Entitlement Funds:	\$ 386,055.

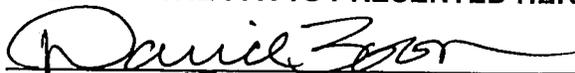
IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

April 1, 2013 through March 31, 2014

ANTICIPATED COMPLETION DATE:

March 2014

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.


SIGNATURE OF DIVISION DIRECTOR

8/15/13
DATE


SIGNATURE OF DEPARTMENT DIRECTOR

8/15/13
DATE

10.Y,

DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT & COMMERCE
Division of Community Development



Inter-Office Memorandum

DATE: August 23, 2013

TO: Council President Rolando Lavarro 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 ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR CDBG, ESG, HOPWA AND HOME AND AUTHORIZING PROGRAM CONTRACTS UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2013 THROUGH MARCH 31, 2014

The purpose of the above referenced resolution is to seek Council authorization to enter into program contracts with various non-profit, governmental and autonomous agencies. The City is the recipient of \$10,098,713 in U.S. Department of Housing and Urban Development (HUD) entitlement grant funds. A breakdown of funds is as follows:

GRANT	FY2013 ALLOCATION
Community Development Block Grant (CDBG)	\$ 5,450,102
HOME Investment Partnerships Program (HOME)	\$ 1,452,311
Housing Opportunities for Persons With AIDS (HOPWA)	\$ 2,810,245
Emergency Solutions Grant (ESG)	\$ 386,055
TOTAL	\$10,098,713

The following is a brief description of each of the HUD entitlement grants:

Community Development Block Grant (CDBG)

The goal of the CDBG program is to:

- Provide decent, safe and sanitary housing
- Provide a suitable living environment
- Expand economic opportunities

The City will use CDBG funds to provide a variety of services for primarily low/moderate income households. Also, CDBG funds have been earmarked for acquisition, demolition, housing rehabilitation, capital improvements and economic development projects.

2013 AUG 23 P 4: 26
RECEIVED
CITY OF JERSEY CITY, N.J.
CITY OF JERSEY CITY, N.J.

**Subject: Resolution – Authorizing Acceptance and Execution of FY2013 HUD
Entitlement Grants
August 23, 2013
Page 2**

CDBG funds in the amount of \$802,877 have been set-aside for future rehabilitation or capital improvement projects. Also, \$120,220 have been set-aside for 2014 Youth Summer Program(s). A request for proposals will be issued in March 2014 for Youth Summer Programs.

HOME Investment Partnerships Program (HOME)

HOME is the largest federal block grant that is designed exclusively to create affordable housing for low-income households. The City will use HOME funds to acquire and rehabilitate a few vacant properties. The rehabilitated properties will be sold to low income families. In addition, \$650,152 in HOME funds have been set-aside for a future affordable housing project.

Housing Opportunities for Persons With AIDS (HOPWA)

HOPWA provides housing assistance and related supportive services for persons with HIV/AIDS. The City will use HOPWA funds to cover operating cost for a few designated housing sites. Also, funds will be used to provide tenant based rental assistance and short term rent, mortgage and utility assistance.

Emergency Solutions Grant (ESG)

The purpose of ESG is to assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. Sixty percent (60%) of ESG funds are earmarked for emergency shelters. The balance is earmarked for homeless prevention and rapid rehousing assistance.

A brief description of all projects identified on the resolution will be provided to you at the caucus meeting.

I will be in attendance at the August 26th caucus meeting to address any questions you may have.

Thank you.

cc: Muhammed Akil, Chief of Staff – City of Jersey City
Anthony Cruz, Director – HEDC
Robert J. Kakoleski, Assistant Business Administrator
Robert Byrne, City Clerk



U.S. Department of Housing and Urban Development
Newark Field Office – Region II
One Newark Center, 13th Floor
Newark, New Jersey 07102-5260
Telephone: (973) 622-7900

AUG 08 2013

Ms. Darice Toon, Director
Jersey City Department of Community Development
30 Montgomery Street - Room 900
Jersey City, New Jersey 07302

Dear Ms. Toon:

SUBJECT: 2013 Action Plan Submittal Approval
City of Jersey City, New Jersey

I am pleased to transmit to you the approval of your Action Plan submission for Fiscal Year (FY) 2013. This continues the process by which segments of the community have come together to develop comprehensive approaches to address the jurisdiction's community development needs and priorities and should lead to the successful implementation of your Consolidated Plan's strategies to address affordable housing, homelessness, and economic opportunities for all citizens, particularly for very low-income and low-income persons. We note that the approval of your Plan does not include nor imply an approval of specific activities. The grant assistance that is being approved in the Action Plan is as follows:

Community Development Block Grant (CDBG) Grant No. B-13-MC-34-0108	\$ 5,450,102.
HOME Investment Partnerships Act (HOME) Grant No. M-13-MC-34-0205	\$ 1,452,113.
Emergency Solutions Grant (ESG) Grant No. E-13-MC-34-007	\$ 386,055.
Housing Opportunities for Persons With AIDS (HOPWA) Grant No. NJH13F002	\$ 2,810,245.
<i>total</i>	\$ 10,098,515.

The allocations reflect the level of funding approved for these programs in your community. Grantees that submitted their Action Plan based on an anticipated amount that was different than the FY 2013 allocation for each program must revise or amend, as appropriate, their Action Plan consistent with the allocation and applicable amendment requirements. You are also reminded that if your funding amount is less than what was anticipated, this will also affect those activities that have limitations on costs (e.g., CDBG general planning and administration; public service activities; HOME administration; etc.) and the amounts budgeted for the applicable activities are to be reduced in accordance with the program requirements. For additional information and/or technical assistance regarding amendment requirements, please contact your Community Planning and Development Representative.

Your 2013 consolidated program year begins on April 1, 2013. Listed on Enclosure A are some advisory comments regarding your Action Plan. Also, for each program included in your Action Plan, we have enclosed matters of advice and instructions and a funding approval contract and/or grant agreement applicable to the individual program. Please execute the agreements and return two (2) copies of each document with original signatures to our Office.

Please note that the HOME Program Participating Jurisdiction's (PJ's) resale provisions have been approved. Please see Enclosure C for a more detailed discussion of this requirement.

Please see Enclosure A for the advisory comments based on the Newark Fair Housing and Equal Opportunity (FHEO) Center's review of your jurisdiction's Plan.

You are reminded that certain activities in the CDBG, HOME, ESG, and HOPWA Programs are subject to the provisions under 24CFR Part 58 (*Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities*). Funds for such activities may not be obligated or expended unless: 1) the Request for Release of Funds (RROF) and Environmental Certification (HUD form-7015.15) has been completed and submitted to the Field Office; 2) the Request (HUD form-7015.15) has been reviewed, found acceptable, and the release has been approved in writing by HUD. The official HUD approval form is HUD form-7015.16 (*Authority to Use Grant Funds*). Note that there are exceptions to this process: projects that fall under 24CFR 58.34 (a), 58.34 (a) (12), and 58.35 (b) do not have to abide by the RROF process and funds can be drawn down without review from HUD; however, each project's compliance with the applicable regulations must be documented in your files. HUD's website has helpful information on these environmental review requirements at: [http://portal.hud.gov/hudportal/HUD?src=/program Offices/comm planning/environment/review](http://portal.hud.gov/hudportal/HUD?src=/program%20Offices/comm%20planning/environment/review).

The requirements to develop and follow a Citizen Participation Plan, which in turn is to be followed in the development of the consolidated plan/ action plan, are at 24CFR 91.105. The Citizen Participation Plan must specify the criteria the jurisdiction will use for determining what changes in the jurisdiction's planned or actual activities constitute a substantial amendment to the consolidated plan, describe the jurisdiction's procedures to handle complaints related to the consolidated plan, amendments, and performance reports within an established period of time, etc. Any amendments to the grantee's Plan, including amendments to the CDBG, HOME, HOPWA, and/or the ESG Programs, are to comply with 24CFR Part 91. Refer to 24CFR 91.505 and 91.105 for the requirements for amendments (e.g., when adding an activity and/or to change the purpose, scope, location or beneficiaries of an activity) and citizen participation, which include compliance

with the community's Citizen Participation Plan.

You are reminded that grantees are to comply with the requirements regarding Limited English Proficiency (LEP). Information on Executive Order 13166, titled, "Improving Access to Services by Persons with Limited English Proficiency," is available at: <http://www.hud.gov/Offices/fheo/promotingfh/whatislep.cfm>.

HUD requires complete, accurate and timely information on the results of grant-funded activities. Accomplishments must be thoroughly and accurately reported in the Integrated Disbursement and Information System (IDIS) to ensure that HUD can provide complete and reliable information on overall program performance. It is recommended that grantees report actual accomplishments as they are achieved, or at a minimum, on a quarterly basis. However, grantees are required to report actual accomplishments at the completion of an activity and/or at the end of their program year, whichever comes first. Note that HUD also evaluates program results as of the end of the federal fiscal year, which is September 30th. Reports generated from IDIS, as well as reports HUD makes available through its website, can be used to assist you in the management of your grant programs.

HUD provides the CDBG Exception Report in IDIS (the PR 52 report) for grantees, which lists activities with expenditures but no accomplishments reported during the applicable program year. This can be a helpful tool for improving the quality of the data in IDIS. HUD also provides the CDBG Activities at Risk Dashboard (the PR 59 report) which lists open activities with no draws for the past twelve (12) months to use as a tracking tool. Additionally, CDBG Performance Profiles provide detailed information about local programs, such as available program funds, including program income; expenditures by major program categories; timeliness ratio; program targeting; the number of beneficiaries served; and accomplishments achieved. The CDBG Performance Profiles are available on HUD's website at:

[http://portal.hud.gov/hudportal/HUD?src=/program Offices/comm planning/communitydevelopment/library/performanceprofiles](http://portal.hud.gov/hudportal/HUD?src=/program%20Offices/comm%20planning/communitydevelopment/library/performanceprofiles). The CDBG Accomplishment Data report lists by grantee the accomplishments for selected housing, economic development, public improvement, and public service activities, and can be found at:

[http://portal.hud.gov/hudportal/HUD?src=/program Offices/comm planning/communitydevelopment/library/accomplishments](http://portal.hud.gov/hudportal/HUD?src=/program%20Offices/comm%20planning/communitydevelopment/library/accomplishments).

Several HOME Program Reports are available on HUD's website at: <http://www.hud.gov/Offices/cpd/affordablehousing/reports/index.cfm>. The Dashboard Reports can provide elected officials and department and agency heads with a quick overview of their jurisdiction's performance in delivering affordable housing assistance with their HOME program funds. The Deadline Compliance Status Reports can assist a Participating Jurisdiction (PJ) in monitoring compliance with the two (2) year commitment and CHDO reservation requirements of the HOME statute and the five (5) year expenditure requirements of the HOME regulations. The HUD Initiated Activity Cancellation Report displays all HOME activities automatically cancelled by IDIS. The HOME Expiring Funds, PJs Open Activities, and the Vacant Units Reports list activities which may need to be updated in IDIS. The Performance SNAPSHOT Report with Red Flag Indicators highlights a PJ's score on four performance factors and whether they meet the prescribed threshold. Other reports are also available.

Emergency Shelter Grant/ Emergency Solutions Grant (ESG) information is available on the website at: <http://www.hudhre.info/index.cfm?do=viewEsgProgram> and <http://www.hudhre.info/heart/>. IDIS guidance can be found at: <https://www.onecpd.info/ask-a-question/>.

HOPWA performance measurement and reporting information is available on HUD's website at: <http://www.hudhre.info/hopwa/index.cfm?do=viewHopwaPerfmceRptng>, including HOPWA Performance Profiles.

You are reminded that in accordance with the regulations, your 2012 Consolidated Annual Performance and Evaluation Report (CAPER) is due in this Office within ninety (90) days after the end of your 2012 program year (i.e., by June 30, 2013), and it should cover your 2012 program year: April 1, 2012 through March 31, 2013. Please ensure that your CAPER is complete and submitted on time. Should you be unable to comply with this submission date, a request for an exception of the requirements regarding the timing of the submission must be submitted to the Field Office in sufficient time in advance for it to be reviewed and approved before the original due date. Exceptions cannot be issued "after the fact".

The Integrated Disbursement and Information System (IDIS) is to be used for the consolidated performance report. Regulatory requirements regarding the content of the performance report are set forth at 24CFR 91.520. Please ensure that the applicable narratives are also included in your CAPER as specified in the February 18, 1998 memorandum from the Assistant Secretary for Community Planning and Development with the Subject: Consolidated Annual Performance and Evaluation Reporting for Entitlement Grantees. This memorandum is available on HUD's website at: <http://www.hud.gov/Offices/cpd/about/conplan/annrepo1.cfm>. Additional reporting guidance is available at: <http://www.hud.gov/Offices/cpd/systems/idis/> and [http://portal.hud.gov/hudportal/HUD?src=/program Offices/comm planning/systems/idis/reporting/eoyreporting](http://portal.hud.gov/hudportal/HUD?src=/program%20Offices/comm%20planning/systems/idis/reporting/eoyreporting).

To meet citizen participation requirements for the CAPER, grantees must make certain IDIS reports available to the public. The reports called Financial Summary, Summary of Grantee Activities, and Summary of Accomplishments capture much of the information needed for the CAPER. Grantees should send all IDIS reports made available to the public or edited by the grantee to HUD as part of the CAPER submission. Please refer to the updated instructions for completing the CDBG Financial Summary (PR26) in IDIS at: <http://www.hud.gov/Offices/cpd/systems/idis/library/explnfinsum.pdf>. Helpful resources and guidance is available in the IDIS library at: [http://portal.hud.gov/hudportal/HUD?src=/program Offices/comm planning/systems/idis](http://portal.hud.gov/hudportal/HUD?src=/program%20Offices/comm%20planning/systems/idis), including guidance on race, ethnicity and data collection, national objectives matrix, etc.

On the page at: <http://www.hud.gov/Offices/cpd/about/conplan/toolsandguidance/index.cfm>, there is a link to the "Consolidated Plan and Performance Report Guidelines for Local Jurisdictions;" on page 40 of the Guidelines it lists IDIS reports [with an asterisk (*)], which contain information that must be provided to citizens in order to satisfy annual CAPER requirements under 24CFR 91.520: CDBG/HOME (PR23), track projects (PR06), CDBG Financial Summary Report (PR26), Summary of Activities (PR03). Performance measurement

data are reflected in IDIS in the CDBG Performance Measures Report (PR83) and (PR84), ESG Performance Measures Report (PR81), HOPWA Measuring Housing Stability Outcomes (PR80), HOPWA Units/Households and Funds Expended (PR82), and HOME Housing Performance Report (PR85). We recommend that you run the applicable IDIS report(s) to determine if your reported accomplishments are accompanied by the required Performance Measurement indicators.

Grantees were to incorporate performance measurements into consolidated plans or annual action plans prepared for Fiscal Year 2007 and subsequent years' CDBG, HOME, HOPWA, and ESG funding, in accordance with the "Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs" published in the March 7, 2006 *Federal Register*. Also, it became mandatory for all formula grantees to enter the required performance measurement data (objectives, outcomes, and indicators) into IDIS for all existing activities with a status of budgeted or underway as of the beginning of FY 2007, as well as for all new activities. This mandatory reporting requirement began October 1, 2006. Information on performance measurement, including a guidebook, is at: [http://portal.hud.gov/hudportal/HUD?src=/program Offices/comm planning/about/performance](http://portal.hud.gov/hudportal/HUD?src=/program%20Offices/comm%20planning/about/performance)

Beginning with CAPERs submitted on or after October 1, 2006, all CAPER reports are to provide a description of how the jurisdiction's program provided new or improved availability/accessibility, affordability, sustainability of decent housing, a suitable living environment, and economic opportunity. The CAPER must include a comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives.

Please ensure that for affordable housing activities, data is reported in IDIS and the CAPER relative to the number of extremely low-income, low-income, moderate income, and middle-income renter and owner households that were assisted during the program year. CAPER submissions also must include the data on the number of accessible dwelling units created (e.g., through rehabilitation or new construction). This information should be included in the narrative statement addressing Affordable Housing.

You are reminded that the number of families and persons assisted (including the racial and ethnic status of persons assisted) is to be reported in IDIS and the CAPER is to include the racial/ethnic data.

Your 2012 CAPER should report on all activities undertaken during the program year. If your community utilizes the Section 108 Loan Guarantee Program, the Economic Development Initiative (EDI), and/or the Brownfields Economic Development Initiative (BEDI), it is required to report in the CAPER on accomplishments for the applicable program, regardless of the fiscal year of the grant. See the "Guide to Consolidated Plan Performance Report Narratives," including the "Section 108 Loan Guarantee Accomplishments Report," linked at: <http://www.hud.gov/Offices/cpd/about/conplan/toolsandguidance/index.cfm>. Measurable accomplishments must be included for each activity carried out during the program year.

Pursuant to the Section 3 regulations at 24CFR Part 135, each grantee is required to submit the Section 3 Summary Report (HUD form-60002) annually to HUD's Economic Opportunity Division in Washington, DC. Recipients must submit HUD form-60002 online at: <http://www.hud.gov/section3>, and printout a copy of the completed form as it is also to be included in the CAPER. HUD form-60002 indicates employment and other economic opportunities provided to low and very low-income persons, and is to cover the program year and be submitted at the same time as the CAPER is submitted. Grantees must submit a separate HUD form-60002 for each Program (i.e., separate reports must be submitted for CDBG, HOME, etc.). HUD form-60002 must be submitted by all agencies that receive Community Planning and Development (CPD) funding in excess of \$200,000, whether the requirements were triggered or not, and must be submitted even if there are zero (0) accomplishments. Later this year, HUD will be launching a new online Section 3 (60002) reporting system for the 2013 reporting period. Our new system resolves some of the technical issues encountered with the current system, reduces user errors, and decreases recipient burden. A series of trainings on the new 60002 reporting system will be posted on the Section 3 webpage at www.hud.gov/section3 <<http://www.hud.gov/section3>>.

Grantees are required to submit the Minority Business Enterprise (MBE) reports on an annual basis, by October 10. The report should cover the federal fiscal year. For FY 2013, it should cover October 1, 2012 to September 30, 2013. Please read the instructions on both sides of the HUD form-2516 - Grantee Contract and Subcontract Activity Report (the MBE report). There are general instructions as well as specific instructions for CPD Programs (e.g., CDBG, HOME, ESG, etc.). Please note that you are to report contracts and subcontracts of less than \$10,000, if such contracts represent a significant portion of your contracting activity. Include only contracts executed during this reporting period. A link to the form (in MS-Excel) is on HUD's web site at: <http://www.hud.gov/Offices/osdbu/forms.cfm>.

On the MBE report (HUD form-2516), the Grant/Project Number or HUD Case Number (column 7a) should be your community's HUD/CPD grant number. For example, it will be similar to this for CDBG: B-12-MC-34-0001. The Type of Trade Code (column 7c) should be 1, 2, or 3 as listed under CPD at the bottom of the form. Fill out columns 7f and 7g for a prime contractor or 7h and 7i for a subcontractor. The Office of Small and Disadvantaged Business Utilization (OSDBU) is required to collect and consolidate data on Minority Business Enterprise (MBE) participation in HUD programs on an annual basis. For reporting on FY 2013, all grantees should submit their information concerning their MBE program by forwarding the completed HUD form-2516 (Grantee Contract and Subcontract Activity Report) as an MS-Excel file to our Office *via* e-mail.

You are reminded that all non-Federal entities that expend \$500,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations," the OMB Circular A-133 Compliance Supplement, and Government Auditing Standards. **The following must be submitted to the Federal Audit Clearinghouse (FAC) designated by OMB: a completed Data Collection Form (Form SF-SAC) and one complete copy of the Single Audit reporting package (as described in § .320 of OMB Circular A-133).** They are to be completed and submitted by the earlier

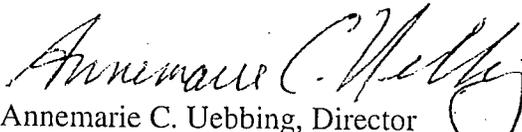
date of either thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the fiscal year end date, per OMB Circular A-133 §____.320 (a). You and your auditor jointly prepare form SF-SAC. The SF-SAC form and the Single Audit Reporting packages for fiscal periods ending on or after January 1, 2008 must be submitted online. The Federal Audit Clearinghouse (FAC) web site is at: <http://harvester.census.gov/fac/> . For submission questions, contact the FAC by e-mail at govs.fac@census.gov, telephone at (301) 763-1551 *or* 800-253-0696 (toll free), *or* fax to (301) 763-6792.

Please see the resources on the Federal Audit Clearinghouse (FAC) web site, including the frequently asked questions at: <http://harvester.census.gov/sac/FAQ.htm> . OMB Circular A – 133 (revised to show changes published in the *Federal Register* June 27, 2003 and June 26, 2007) is available online at: http://www.whitehouse.gov/omb/assets/a133/a133_revised_2007.pdf. OMB Circular A-133 Compliance Supplement - March 2009 is available at: http://www.whitehouse.gov/omb/circulars_a133_compliance_09toc/ . For an overview of the Single Audit Process, please read the brochure “Single Audit Basics and Where to Get Help” at: <http://harvester.census.gov/fac/OMBrevisions.html> .

We congratulate you and your staff on the preparation of the Action Plan submittal and look forward to continuing to work with you to accomplish the goals you have set forth for your community.

If you have any questions or require further information or assistance, please feel free to contact me or have appropriate staff contact Eileen Cummins Lott, Community Planning and Development (CPD) Representative, at (973) 776-7282 or by e-mail at eileen.cumminslott@hud.gov.

Sincerely,


Annemarie C. Uebbing, Director
Community Planning and Development

Enclosures: A- Consolidated Plan/ Action Plan
B - CDBG
C - HOME
D - ESG
E - HOPWA

cc: Honorable Steven M. Fulop
Mayor, City of Jersey City

ENCLOSURE A

Consolidated Plan/ 2013 Action Plan City of Jersey City, New Jersey

Advisory comments follow:

Please also review the matters of advice and instructions under each program.

We look forward to working closely with you over the coming year to implement your Strategic and Action Plans.

CDBG entitlement communities prepared the first Analysis of Impediments to Fair Housing Choice (AI) in the late 1990's, as part of their efforts to affirmatively further fair housing. However, the impediments identified in the AIs were not always consistent with the actions to correct them noted in the Annual Action Plans. Each recipient of CDBG funds certifies annually that it will affirmatively further fair housing and administer its grant in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Fair Housing Act of 1988, as amended. The Consolidated Plan regulations at 24CFR 91.225(a)(1) do not specifically state that an AI must be updated. However, in a joint memorandum issued by both the Assistant Secretary for Community Planning and Development and the Assistant Secretary for Fair Housing and Equal Opportunity, it stated that "in accordance with 24CFR 570.490 and 570.506(g), as applicable, grantees should establish a record-keeping system for their Affirmatively Furthering Fair Housing activities. This would include, among other items: copies of local fair housing laws and ordinances; the full history of the development of its AI; options available for overcoming impediments; local businesses, agencies, and resident-groups involved in the consultative process; planned actions and those taken; issues that arose when the actions were planned and conducted; and any other information about the community's fair housing planning process". In keeping with this memorandum, you should update your jurisdiction's AI during your Consolidated Planning cycle, consistent with 24CFR 570.904, which requires CDBG recipients to take ongoing steps or actions to promote fair housing choice. If you have not submitted an updated AI, please submit it to the Community Planning and Development (CPD) Division or the Newark Fair Housing and Equal Opportunity (FHEO) Center. As you know, CPD and FHEO are reviewing when a jurisdiction's AI was last updated and advisory comments are being provided as applicable.

We note that the Department developed a Fair Housing Planning Guide (HUD form-1582B-FHEO, March 1996) to assist in fair housing planning and in fulfilling the fair housing requirements of the Consolidated Plan and Community Development Block Grant regulations. The Guide provides information on how to conduct an Analysis of Impediments, undertake activities to overcome identified impediments and maintain documentary records. The Guide is located on the HUD website at <http://www.hud.gov/Offices/fheo/images/fhpg.pdf>.

The following advisory comments are based on the Newark Fair Housing and Equal Opportunity (FHEO) Center's review of your jurisdiction's Plan.

1. Jersey City must complete the Four-Factor analysis* to determine how to include the Hispanic and Asian populations in the City's planning process, and ensure that they are aware of available CDBG programs. Once the Four-Factor analyses are completed, the City must develop a Language Assistance Plan (LAP). FHEO staff can provide technical assistance regarding the LAP. The LEP/LAP must be submitted to this Office within sixty (60) days of receipt of CPD's award letter.
2. The City failed to identify policies that it considers discriminatory with respect to encouraging the construction or rehabilitation of affordable housing. Per 24CFR. 91.220(j), the City's Plan should include actions it plans to take during the next year to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing. The City must remember to identify and submit policies that it considers discriminatory with respect to encouraging the construction or rehabilitation of affordable housing.
3. Jersey City failed to address the disproportionate housing needs base on race and ethnicity as per 24CFR §91.205(b)(2) ... to the extent that any racial or ethnic group has disproportional greater need in comparison to the needs of the category as a whole, assessment of that specific need shall be included. The City failed to provide housing needs base on race and ethnicity; therefore, FHEO cannot determine if there is a disproportionate housing need. The City must remember to submit housing needs data by race and ethnicity.
4. The City must outreach to its national origin, minority, and disabled populations. Working with social service agencies, minority organizations, homeless, and disability advocacy groups will enable the City to identify any structural gaps.
5. Jersey City must continue to submit its Section 3 HUD form-60002 electronically at the end of each program year. The report submission dates may change when the new system is implemented, but at this time the Section 3 reports must be submitted at the same time as the CAPER, and cover activities that were completed during the preceding program year. Agencies that receive more than one type of covered financial assistance are required to submit a separate report for each funding source. FHEO staff can provide TA on request.

* *The Four-Factor analysis is part of assessing Limited English Proficiency (LEP).*

If you have any questions regarding the above comments, please contact the Newark Fair Housing and Equal Opportunity (FHEO) Center at (973) 776-7307 or (973) 776-7303.

ENCLOSURE B

2013 Action Plan
Community Development Block Grant (CDBG) Program
City of Jersey City, New Jersey

Matters of advice and instructions follow:

Enclosed are three copies of the Funding Approval/Agreement (HUD form-7082), which constitutes the contract between you and the U.S. Department of Housing and Urban Development (HUD). You should note particularly any special conditions included in item 8 of the Funding Approval/Agreement. Failure to execute and return the grant agreement within sixty (60) days of the transmittal date may be deemed to constitute rejection of the grant and cause for HUD to determine that the funds are available for reallocation to other grantees. In order to establish your Line of Credit for the Fiscal Year 2012 grant, it will be necessary for you to execute and return two (2) copies (with original signatures) of the Funding Approval/Agreement.

Following are some reminders to assist you in carrying out your program.

The Department continues to place considerable emphasis on grantees' compliance with the timeliness measure delineated at 24CFR 570.902 (a) of the regulations. The CDBG timeliness standard states that sixty (60) days prior to the end of its program year, a grantee may have no more than 1.5 times the amount of its last annual grant in its CDBG Line of Credit together with the CDBG program income on hand. The November 20, 2001 letter from former Assistant Secretary Roy A. Bernardi to grantees regarding this important issue, including related sanctions when a grantee fails to meet the timely expenditure requirements of the CDBG Program, can be found on HUD's website at: <http://www.hud.gov/Offices/cpd/communitydevelopment/library/timeltr.cfm>.

As you know, as the grantee, you are responsible for ensuring that each CDBG funded activity complies with both the eligibility and the national objectives regulations, in addition to meeting the other applicable requirements. This is a reminder that the Community Development Block Grant Program - Guide to National Objectives and Eligible Activities for Entitlement Communities is a user-friendly tool that can be consulted when reviewing proposed activities. The Guide should be used in conjunction with the regulations. To assist you, this Guide is available on HUD's website at: http://portal.hud.gov/hudportal/HUD?src=/program_Offices/comm_planning/communitydevelopment/library/deskguid.

The Basically CDBG Manual is another valuable resource that is available on HUD's website at: http://portal.hud.gov/hudportal/HUD?src=/program_Offices/comm_planning/communitydevelopment/training/basicallycdbg.

Also, the grantee is responsible for ensuring that CDBG funds are used in accordance with all program requirements. As you know, the use of designated public agencies, subrecipients, or contractors does not relieve the grantee of this responsibility. The grantee is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise. Where a unit of general local government is participating with, or as part of, an urban county, or as part of a metropolitan city, the recipient is responsible for applying to the unit of general local government virtually the same requirements as are applicable to subrecipients, as specified in the regulations.

For guidance on subrecipient management, see these publications: 1) Managing CDBG - A Guidebook for Grantees on Subrecipient Oversight (also see Ensuring CDBG Subrecipient Timeliness – Guidelines for Grantee Selection, Management, and Oversight of Subrecipients), 2) Playing By the Rules – A Handbook for CDBG Subrecipients on Administrative Systems, and 3) Training CDBG Subrecipients in Administrative Systems. These are available online at: http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12898.pdf

We note that when a grantee is selecting activities to be carried out by a subrecipient which has several programs, if a grantee funds one activity which is clearly eligible and meets the national objectives, the grantee's recordkeeping, reporting, monitoring and oversight responsibilities would then be limited to that one activity. When a grantee funds all of the activities, then its responsibilities extend to every activity.

You are reminded that program income that the jurisdiction expects to receive during the program year is to be included in the Consolidated Plan submission (per 24CFR 91.220(c)), and program income actually received (whether by the grantee or a subrecipient) is to be receipted in the Integrated Disbursement and Information System (IDIS) and included in your Consolidated Annual Performance and Evaluation Report (CAPER). At the end of each program year, if the aggregate amount of program income cash balances and any investment thereof exceeds one-twelfth of the most recent grant, it shall be remitted to HUD to be placed in your line of credit. See 24CFR 570.504(b)(2)(iii) regarding the specifics of this requirement.

Repairs to public facilities and improvements are generally ineligible activities and are not to be funded with CDBG funds pursuant to 24CFR 570.207 (b)(2). In general, repairs to public facilities should not be included in IDIS and should not be listed on a Request for Release of Funds (RROF) and Environmental Certification (form HUD-7015.15).

Under the eligibility regulations at 24CFR 570.202(c), code enforcement -- costs incurred for inspection for code violations and enforcement of codes (e.g., salaries and related expenses of code enforcement inspectors...) -- is to be limited to deteriorating or deteriorated areas when such enforcement together with public or private improvements, rehabilitation, or services to be provided may be expected to arrest the decline of the area. The national objectives regulations at 24CFR 570.208 (a)(2) include adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled" in the presumed benefit to low- and moderate- income persons category. **The regulations do not include handicapped children in the presumed benefit category.** Therefore, activities designed to benefit handicapped or disabled children (e.g., day care for, or playground or recreational equipment for handicapped children) are not presumed

benefit and cannot be funded with CDBG unless a national objectives criterion other than presumed benefit can be met.

You are reminded that in accordance with the national objectives regulations at 24CFR 570.208(a)(1)(i), an area benefit activity is an activity which benefits all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons. Please note that the area must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion, regardless of the proportion of low and moderate income persons in the area. Note, too, that for purposes of determining qualification under this criterion, activities of the same type that serve different areas will be considered separately on the basis of their individual service area. Also, for each activity which is to benefit low and moderate income persons based on the area served by the activity, you are to maintain documentation including the boundaries of the service area and the income characteristics of families and unrelated individuals in the service area to demonstrate that at least 51 percent of the residents are low and moderate income persons. (We note that rather than 24CFR 570.208(a)(1)(i), the exception provisions at 24CFR 570.208(a)(1)(ii) apply to some grantees. If the percent of low and moderate income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth at 24CFR 570.208(a)(1)(ii) is also to be maintained.)

In several instances under 24CFR Part 570, Subpart C, the eligibility of an activity depends on a special written local determination, as required at 24CFR 570.200(e) and 24CFR 570.209. Recipients are required to maintain documentation of all such determinations, the level of which is stipulated at 24CFR 570.209(d).

The guidelines for evaluating and selecting economic development projects are set forth at 24CFR 570.209, and apply to special economic development activities at 24CFR 570.203, as well as activities carried out under the authority of 24CFR 570.204, that would otherwise be eligible under 24CFR 570.203, were it not for the involvement of a Community-Based Development Organization (CBDO). They include standards for evaluating public benefit, both in the aggregate and for individual activities. Compliance with these standards is mandatory.

Additionally, in situations where CDBG funds are used to provide financial assistance to a for-profit business, it is required that grantees conduct basic financial underwriting prior to the provision of the assistance, and maintain documentation of that analysis. HUD has developed guidelines designed to provide grantees with a framework for financially underwriting and selecting such projects, which may be found at Appendix A of 24CFR Part 570. The objectives of the underwriting guidelines are set forth at 24CFR 570.209 (a). While use of the HUD-published underwriting guidelines is not mandatory, grantees electing not to use the guidelines are expected to undertake (and document) basic financial underwriting prior to the provision of CDBG assistance.

You are reminded that the regulations regarding the 20% limitation on general planning and administrative costs specify that compliance with the 20% limitation is based on obligations (rather than expenditures), pursuant to 24CFR 570.200 (g).

Grantees are being reminded to ensure that the information about activities in the Action Plan is in sufficient detail, including location, to allow citizens to determine the degree to which they are affected. For example, for public service activities, list the provider, the type of service, and the address, as well as the proposed amount and accomplishments (e.g., Childland, daycare for low/mod families, 123 Any Street, \$10,000, 50 individuals).

For an activity for which the grantee has not yet decided on a specific location, such as when the grantee is allocating an amount of funds to be used for making grants and loans for residential rehabilitation, provide a description of the activity, including who may apply, the process (including selection criteria) by which the grantee expects to select who will receive funds, how much and under what terms the assistance will be provided.

In the case of a planned public facility or improvement activity for which the grantee has not yet decided on a specific location, provide information on how the grantee expects to determine its location.

You are reminded that an activity/program must meet CDBG requirements for its administrative costs to be fundable.

The Federal Funding and Transparency Act of 2006 (FFATA) requires that information on subawards made by Federal grantees must be made publicly available. This resulted in new reporting requirements for all recipients of Federal grant awards made on or after October 1, 2010, including CDBG grantees. The FFATA Subaward Reporting System (FSRS) implements these new FFATA reporting requirements, and data from FSRS will be posted on <http://www.USAspending.gov> to provide increased transparency and accountability of Federal spending. FSRS is a Federal agency-wide system. Grantees can view the slides and/or the HUD sponsored webinar on the "FFATA Subaward Reporting System (FSRS)" at: <https://www.onecpd.info/ask-a-question/>. Also, information on FSRS is available at: <https://www.fsr.gov/>, and information on accountability and transparency in Federal spending can be found at: <http://www.usaspending.gov/>.

Funding Approval/Agreement

U.S. Department of Housing and Urban Development

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No.
 2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Jersey City		3a. Grantee's 9-digit Tax ID Number:	3b. Grantee's DUNS Number:	4. Date use of funds may begin (mm/dd/yyyy): 04/01/13
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City Hall - 280 Grove Street Jersey City, New Jersey 07302		5a. Project/Grant No. 1 B-13-MC-34-0108		6a. Amount Approved \$5,450,102
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Annemarie C. Uebbing		Grantee Name Steven Fulop	
Title Director, Community Planning and Development Division		Title Mayor	
Signature 	Date (mm/dd/yyyy) AUG 08 2013	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one) a. (x) Entitlement, Sec 106(b) b. State-Administered, Sec 106(d)(1) c. HUD-Administered Small Cities, Sec 106(d)(2)(B) d. Indian CDBG Programs, Sec 106(a)(1) e. Surplus Urban Renewal Funds, Sec 112(b) f. Special Purpose Grants, Sec 107 g. Loan Guarantee, Sec 108	8. Special Conditions (check one) (x) None Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one a. (x) Orig. Funding Approval b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) AUG 08 2013	
		9c. Date of Start of Program Year (mm/dd/yyyy) 04/01/13	
	11. Amount of Community Development Block Grant		FY (2013)
a. Funds Reserved for this Grantee		5,450,102	
b. Funds now being Approved		5,450,102	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A Reg Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	53								
	176								
					Project Number		Amount		
					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By				

Funding Approval/Agreement

U.S. Department of Housing and Urban Development

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

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 2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Jersey City		3a. Grantee's 9-digit Tax ID Number:	3b. Grantee's DUNS Number:	4. Date use of funds may begin (mm/dd/yyyy): 04/01/13
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City Hall - 280 Grove Street Jersey City, New Jersey 07302		5a. Project/Grant No. 1 B-13-MC-34-0108		6a. Amount Approved \$5,450,102
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Annemarie C. Uebbing	Grantee Name Steven Fulop
Title Director, Community Planning and Development Division	Title Mayor

Signature 	Date (mm/dd/yyyy) AUG 08 2013	Signature	Date (mm/dd/yyyy)
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7. Category of Title I Assistance for this Funding Action (check only one) a. (x) Entitlement, Sec 106(b) b. State-Administered, Sec 106(d)(1) c. HUD-Administered Small Cities, Sec 106(d)(2)(B) d. Indian CDBG Programs, Sec 106(a)(1) e. Surplus Urban Renewal Funds, Sec 112(b) f. Special Purpose Grants, Sec 107 g. Loan Guarantee, Sec 108	8. Special Conditions (check one) (x) None Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one a. (x) Orig. Funding Approval b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) AUG 08 2013		
		9c. Date of Start of Program Year (mm/dd/yyyy) 04/01/13		
	11. Amount of Community Development Block Grant		FY (2013)	FY ()
a. Funds Reserved for this Grantee		5,450,102		
b. Funds now being Approved		5,450,102		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A Reg Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	53								
	176								
					Project Number		Amount		
					Project Number		Amount		
					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By				

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development

Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No.
 2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Jersey City		3a. Grantee's 9-digit Tax ID Number:	3b. Grantee's DUNS Number:	4. Date use of funds may begin (mm/dd/yyyy): 04/01/13
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City Hall - 280 Grove Street Jersey City, New Jersey 07302		5a. Project/Grant No. 1 B-13-MC-34-0108		6a. Amount Approved \$5,450,102
		5b. Project/Grant No. 2		6b. Amount Approved
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Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Annemarie C. Uebbing		Grantee Name Steven Fulop	
Title Director, Community Planning and Development Division		Title Mayor	
Signature 		Signature	
Date (mm/dd/yyyy) AUG 08 2013		Date (mm/dd/yyyy)	

7. Category of Title I Assistance for this Funding Action (check only one) a. (x) Entitlement, Sec 106(b) b. State-Administered, Sec 106(d)(1) c. HUD-Administered Small Cities, Sec 106(d)(2)(B) d. Indian CDBG Programs, Sec 106(a)(1) e. Surplus Urban Renewal Funds, Sec 112(b) f. Special Purpose Grants, Sec 107 g. Loan Guarantee, Sec 108	8. Special Conditions (check one) (x) None Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one a. (x) Orig. Funding Approval b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) AUG 08 2013		
		9c. Date of Start of Program Year (mm/dd/yyyy) 04/01/13		
	11. Amount of Community Development Block Grant		FY (2013)	FY ()
a. Funds Reserved for this Grantee		5,450,102		
b. Funds now being Approved		5,450,102		
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12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
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	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A Reg Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	53								
	176								
					Project Number		Amount		
					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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ENCLOSURE C

2013 Action Plan HOME Investment Partnerships Program City of Jersey City, New Jersey

Matters of advice and instructions follow:

Enclosed are three (3) copies of the Funding Approval and HOME Investment Partnerships Agreement (HUD form-40093), which constitutes the contract between the Participating Jurisdiction (PJ) and the U.S. Department of Housing and Urban Development (HUD). Note that page 2 of the Agreement includes Special Conditions:

- HOME funds used for projects not completed within four (4) years of the commitment date, as determined by a signature of each party to the agreement shall be repaid, except that the Secretary may extend the deadline for one year if the Secretary determines that the failure to complete the project is beyond the control of the Participating Jurisdiction.
- No HOME funds may be committed to any project unless each Participating Jurisdiction certifies that it has conducted an underwriting review, assessed developer capacity and fiscal soundness, and examined neighborhood market conditions to ensure adequate need for each project.
- Any homeownership units funded with HOME funds which cannot be sold to an eligible homeowner within six (6) months of project completion shall be rented to an eligible tenant.
- No HOME funds may be awarded for development activities to a community housing development organization that cannot demonstrate that it has staff with demonstrated development experience.

In order for funds to be made available for the 2013 grant, it will be necessary for you to execute and return two (2) copies (with original signatures) of the Funding Approval and HOME Investment Partnerships Agreement.

CPD Notice 12-07, "Operating Guidance for Implementing FY 2012 HOME Appropriation Requirements," explains how the new requirements apply to PJs' FY 2012 HOME projects, how PJs must comply with the requirements, and how HUD will determine PJ compliance with these requirements using data entered into IDIS. The requirements for FY 2013 HOME funds are the same as those noted in FY 2012 and this guidance can be used for FY 2013 funds. Please note that these requirements are separate from changes published in the December 16, 2011 HOME proposed rule. Although there are similarities between the law and proposed regulatory changes, the Consolidated and Further Continuing Appropriations Act of 2012 requires HUD to immediately implement these requirements on all FY-2012 HOME-funded activities. This Notice is available on HUD's website at:

<http://www.hud.gov/Offices/cpd/affordablehousing/lawsandregs/notices/> .

You are reminded that HOME PJs must reserve 15% of their HOME funds for Community Housing Development Organizations (CHDOs) within twenty-four (24) months of the last day of

the month in which HUD obligated those funds. Additionally, PJs must commit their HOME funds within twenty-four (24) months of the last day of the month in which HUD obligated those funds. The definition of commitment is at 24CFR 92.2. Also, HOME PJs must expend their HOME funds within five (5) years of the last day of the month in which HUD obligated those funds, as per 24CFR 92.500 (d). Please consult CPD Notice 07-06, which sets forth the procedures for determining compliance with the CHDO reservation, commitment, and expenditure requirements. CPD Notice 07-06 is available at: <http://www.hud.gov/Offices/cpd/lawsregs/notices/2007/07-06.pdf>.

Please be reminded that in accordance with the definition of **commitment** at 24CFR 92.2 of the HOME regulations, commit to a specific local project means: If the project consists of rehabilitation or new construction (with or without acquisition), the participating jurisdiction (or State recipient or subrecipient) and project owner have executed a written, legally binding agreement under which HOME assistance will be provided to the owner for an identifiable project under which **construction can reasonably be expected to start within twelve (12) months of the agreement date.** If the project is owned by the participating jurisdiction or State recipient, the project has been set up in the Integrated Disbursement and Information System (IDIS), and **construction can reasonably be expected to start within twelve (12) months of the project set-up date.**

Further, in accordance with the HOME regulations at 24CFR 92.502(d)(1), participating jurisdictions are to enter complete project completion information in IDIS within 120 days of the final project drawdown. If satisfactory project completion information is not provided, HUD may suspend further set-ups or take other corrective actions.

Also, we are reminding PJs that HOME activities with **commitments in the Integrated Disbursement and Information System (IDIS) that are over twelve (12) months old with no funds disbursed are being automatically cancelled** by HUD and the funds uncommitted on the first working day of the month. This policy became effective January 1, 2011. For more information, please see the HOME *FACTS* - Vol. 3 No. 1, June 2010, at: <http://www.hud.gov/Offices/cpd/affordablehousing/library/homefacts/volumes/vol3no1.cfm>. Please note that any cancellation of activities may negatively impact your ability to meet your requirements.

PJs that have used, or will use, HOME funds to assist rental housing are reminded of the need to perform on-site inspections of these units during the established affordability period. The purpose of the on-site inspections is to ensure that the assisted units continue to meet, or exceed, the property standards outlined at 24CFR 92.251, as well as to verify the information submitted by the owner (e.g., with respect to rents and income).

24CFR 92.504 (d)(1) of the HOME regulations sets forth the schedule for on-site inspections based on the total number of units in the project. (Note that it is the number of units in the project, rather than the number of HOME-assisted units, that determines the inspection schedule.)

It is also required that the inspections be based on "a sufficient sample" of units. HUD's Office of Affordable Housing Programs recommends that each PJ adopt the standard practice of

inspecting fifteen to twenty percent of the HOME-assisted units in a project, and a minimum of one unit in each building. For larger projects, a sample of ten to fifteen percent of units would be considered sufficient. Should compliance problems be identified in the sampled units, the PJ should inspect all remaining HOME-assisted units to ensure compliance with the established property standards.

With respect to new construction of rental housing, in carrying out the site and neighborhood requirements, a participating jurisdiction is responsible for making the determination that proposed sites for new construction meet the requirements in 24CFR 983.6(b), as referenced at 24CFR 92.202(b). Therefore, before committing funds for new construction of rental housing, please contact our Fair Housing and Equal Opportunity (FHEO) Center for technical assistance.

This is a reminder that there are resources available on HUD's website which can assist you in the management of your HOME Program, including regulations, notices, forms, guidebooks, etc. Building HOME: a HOME Program Primer is available at: <http://www.hud.gov/Offices/cpd/affordablehousing/training/materials/building/index.cfm>.

HOMEfires is the Official Policy newsletter of the HOME Program and each HOMEfires answers a specific policy question. The HOMEfires are available on HUD's website at: <http://www.hud.gov/Offices/cpd/affordablehousing/library/homefires/index.cfm>.

HOME FACTS is the Official Financial and Information Services Division newsletter for the HOME Program. Each HOME FACTS addresses a topic related to HOME finance, such as HOME grants, deadline compliance, and repayments, or HOME computer systems process in the Integrated Disbursement and Information System (IDIS). HOME FACTS are available through HUD's website at: <http://www.hud.gov/Offices/cpd/affordablehousing/library/homefacts/>.

If a PJ plans to use HOME funds to assist low-income homebuyers, whether the assistance is provided in the form of direct subsidy to the homebuyer or other acquisition, rehabilitation or new construction assistance, it must impose resale or recapture requirements to ensure affordability in the event of a subsequent sale of assisted properties during the period of affordability. The HOME regulations at 24CFR 92.254(a)(5) state that to ensure affordability, "the participating jurisdiction must impose either resale or recapture requirements, at its option". Accordingly, PJs must choose one option or the other for each unit assisted. The **resale option** for HOME-assisted homebuyer units is described at 24CFR 92.254(a)(5)(i). The **recapture option** for HOME-assisted homebuyer units is described at 24CFR 92.254(a)(5)(ii). The PJ must select either the resale or recapture option for its HOME-assisted homebuyer projects no later than at the time the assistance is provided. The PJ may select one option for all of its HOME-assisted homebuyer projects or choose on a case-by-case basis depending upon market conditions and/or the buyer's preference. In addition, **all options that the PJ will employ must be identified in its Consolidated Plan and approved by HUD.**

Both the period of affordability and the amount of assistance subject to recapture is based upon the "direct subsidy" to the homebuyer. Direct subsidy includes any assistance provided directly to the homebuyer (e.g., downpayment assistance) and HOME assistance that reduced the purchase price of a unit from fair market value to an affordable price. If a PJ designs its HOME-

assisted homebuyer program so that no direct subsidy is given to the homebuyer, then **it must impose resale provisions on the properties.**

For more information on resale and recapture provisions, in addition to the regulations, see Notice CPD 12-03 with the subject, "Guidance on Resale and Recapture Provision Requirements under the HOME Program" which is available on HUD's website at: [http://portal.hud.gov/hudportal/HUD?src=/program Offices/comm planning/affordablehousing/library/homefires](http://portal.hud.gov/hudportal/HUD?src=/program%20Offices/comm%20planning/affordablehousing/library/homefires) ; see HOMEfires – Vol. 5 No. 5, November 2003; and HOMEfires – Vol. 5 No. 4, October 2003.

Based on our review of the information in the Action Plan, we have determined that the PJ's recapture provisions meet the requirements of 24CFR 92.254(a)(5). Please be reminded that if the PJ wishes to make any changes to its recapture provisions or wishes to use resale provisions during the year, they must be submitted to HUD for review and must be approved by HUD before being used.

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(Exp. 12/31/2012)

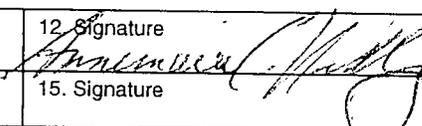
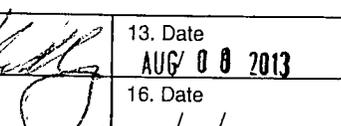
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address Jersey City City Hall 280 Grove Street Jersey City, NJ 07302		2. Participant Number M13-MC-34-0205	
		3. Tax Identification Number	4. DUNS Number
		4. Appropriation Number 863/50205	5. FY (yyyy) 2012
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds		\$	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)			\$1,452,113
a. Formula Funds		\$1,452,113	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) xNot applicable <input type="checkbox"/> Attached		10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) AUG 08 2013	

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

11. For the U.S. Department of HUD (Name and Title of Authorized Official) <u>Annemarie C. Uebbing, Director, Community Planning and</u>	12. Signature 	13. Date AUG 08 2013
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) <u>Steven Fulon, Mayor</u>	15. Signature 	16. Date / /

17. Check one:
 Initial Agreement Amendment #

18. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
HOME	863/50205	HMC	\$1,452,113

***Special Conditions**

HOME funds used for projects not completed within 4 years of the commitment date, as determined by a signature of each party to the agreement shall be repaid, except that the Secretary may extend the deadline for 1 year if the Secretary determines that the failure to complete the project is beyond the control of the participating jurisdiction.

No HOME funds may be committed to any project unless each participating jurisdiction certifies that it has conducted an underwriting review, assessed developer capacity and fiscal soundness, and examined neighborhood market conditions to ensure adequate need for each project.

Any homeownership units funded with HOME funds which cannot be sold to an eligible homeowner within 6 months of project completion shall be rented to an eligible tenant.

No HOME funds may be awarded for development activities to a community housing development organization that cannot demonstrate that it has staff with demonstrated development experience.

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(Exp. 12/31/2012)

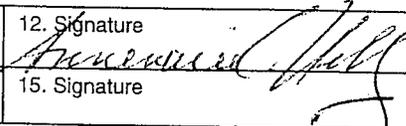
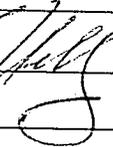
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The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address Jersey City City Hall 280 Grove Street Jersey City, NJ 07302		2. Participant Number M13-MC-34-0205	
3. Tax Identification Number		4. DUNS Number	
4. Appropriation Number 863/50205		5. FY (yyyy) 2012	
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds		\$	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)			\$1,452,113
a. Formula Funds		\$1,452,113	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) AUG 08 2013	

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11. For the U.S. Department of HUD (Name and Title of Authorized Official) Annemarie C. Uebbing, Director, Community Planning and		12. Signature 	13. Date AUG 08 2013
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Steven Fulon, Mayor		15. Signature 	16. Date / /

17. Check one:

Initial Agreement

Amendment #

18. Funding Information:

HOME

Source of Funds
HOME

Appropriation Code
863/50205

PAS Code
HMC

Amount
\$1,452,113

***Special Conditions**

HOME funds used for projects not completed within 4 years of the commitment date, as determined by a signature of each party to the agreement shall be repaid, except that the Secretary may extend the deadline for 1 year if the Secretary determines that the failure to complete the project is beyond the control of the participating jurisdiction.

No HOME funds may be committed to any project unless each participating jurisdiction certifies that it has conducted an underwriting review, assessed developer capacity and fiscal soundness, and examined neighborhood market conditions to ensure adequate need for each project.

Any homeownership units funded with HOME funds which cannot be sold to an eligible homeowner within 6 months of project completion shall be rented to an eligible tenant.

No HOME funds may be awarded for development activities to a community housing development organization that cannot demonstrate that it has staff with demonstrated development experience.

Funding Approval and HOME Investment Partnerships Agreement
 Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

OMB Approval No. 2506-0171
 (Exp. 12/31/2012)

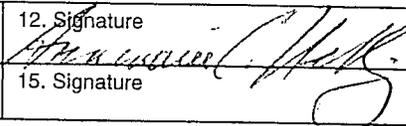
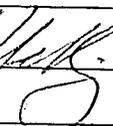
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address Jersey City City Hall 280 Grove Street Jersey City, NJ 07302		2. Participant Number M13-MC-34-0205	
3. Tax Identification Number		4. DUNS Number	
4. Appropriation Number 863/50205		5. FY (yyyy) 2012	
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds		\$	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)			\$1,452,113
a. Formula Funds		\$1,452,113	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) xNot applicable <input type="checkbox"/> Attached		10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) AUG / 08 2013	

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

11. For the U.S. Department of HUD (Name and Title of Authorized Official) <u>Annemarie C. Uebbing, Director, Community Planning and</u>		12. Signature 	13. Date AUG 08 2013
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) <u>Steven Fulon, Mayor</u>		15. Signature 	16. Date / /
17. Check one: <input checked="" type="checkbox"/> Initial Agreement <input type="checkbox"/> Amendment #			
18. Funding Information: <u>HOME</u>			
Source of Funds HOME	Appropriation Code 863/50205	PAS Code HMC	Amount \$1,452,113

***Special Conditions**

HOME funds used for projects not completed within 4 years of the commitment date, as determined by a signature of each party to the agreement shall be repaid, except that the Secretary may extend the deadline for 1 year if the Secretary determines that the failure to complete the project is beyond the control of the participating jurisdiction.

No HOME funds may be committed to any project unless each participating jurisdiction certifies that it has conducted an underwriting review, assessed developer capacity and fiscal soundness, and examined neighborhood market conditions to ensure adequate need for each project.

Any homeownership units funded with HOME funds which cannot be sold to an eligible homeowner within 6 months of project completion shall be rented to an eligible tenant.

No HOME funds may be awarded for development activities to a community housing development organization that cannot demonstrate that it has staff with demonstrated development experience.

ENCLOSURE D

2013 Action Plan Emergency Solutions Grant (ESG) Program City of Jersey City, New Jersey

Matters of advice and instructions follow:

This is to bring to your attention the critical deadline set forth in the program regulations found at 24CFR Part 576. The deadlines for obligating and spending ESG funds are in 24CFR 576.203 of the regulations. We emphasize that these deadlines represent the maximum time periods and that required actions should be taken as soon as possible within those time periods. Within 180 days after the date that HUD signs the grant agreement, you must obligate the entire grant amount, except the amount for your administrative costs.

The regulations require that you to make timely payments to each of your subrecipients within thirty (30) days after the date of receiving the subrecipient's complete payment request.

The regulations require that your entire ESG grant amount be expended by twenty-four (24) months (i.e., 2 years) after the date that HUD signs the grant agreement. Please make every effort to expend all of your funds within the applicable time period.

Enclosed are three (3) copies of the Grant Agreement which together with your approved Consolidated Plan and the regulations at 24CFR Part 576, constitute the contract between you and the U.S. Department of Housing and Urban Development (HUD). It will be necessary for you to execute and return two copies (with original signatures) of the Grant Agreement. Please note that the grant number for your FY 2013 ESG allocation begins with an "E" (instead of an "S") to differentiate it from the ESG allocations from FY 2010 and prior years.

Each unit of general local government that receives ESG funds from HUD or a State, and each State that provides ESG funds to private nonprofit organizations, will carry out the environmental review responsibilities under Part 58. Also, each State that provides ESG funds to a unit of general local government will provide for the assumption of environmental review responsibilities by the units of general local government and act on their requests for release of funds.

The environmental regulations are available on HUD's website at: http://portal.hud.gov/hudportal/HUD?src=/program_Offices/comm_planning/environment/lawsandregs/regs.

Integrated Disbursement and Information System (IDIS)

Grantees must still establish the shelter/program as the project in the Integrated Disbursement and Information System (IDIS) online. All ESG projects must reflect the name of the shelter/program. All grantees will be required to set up projects in this manner.

ESG Program Path for IDIS: ESG grantees will use a program path, called “HESG” (HEARTH-ESG) to set up their projects and activities, commit funds, and draw funds. Please see the Homelessness Resource Exchange (HRE) at: <http://www.hudhre.info/> for guidance.

Grantees should submit all questions regarding the new ESG program (except for IDIS questions) to the HRE Virtual Help Desk at: <http://www.hudhre.info> . This process will enable Headquarters to review questions and provide answers, compile Frequently Asked Questions, and identify topic areas for technical assistance products.

FY 2013 ESG grant funds are subject to the requirements in 24CFR Part 576, as revised by the Emergency Solutions Grants and Consolidated Plan Conforming Amendments Interim Rule, which was published in the Federal Register on December 5, 2011 (76 Fed. Reg. 75954).

Within 180 days after the date that HUD signs the grant agreement amendment, you must obligate the entire grant amount, except the amount allowed for administrative costs. This requirement will be met by an agreement with, or a letter of award requiring payment to, a subrecipient; a procurement contract; or a written designation of a department within your government to directly carry out an eligible activity. If you represent an urban county, this requirement may also be met with an agreement with, or letter of award requiring payment to, a member government that has designated a department to directly carry out an eligible activity.

All ESG grant funds must be expended within **twenty-four (24) months** after the date HUD signs the grant agreement. Please make every effort to expend all ESG funds by this deadline. HUD may recover any grant amounts that are not expended by this date and reallocate the funds in accordance with 24CFR part 576, subpart D.

Do not commit any funds for activities to be assisted by ESG, except in accordance with the environmental regulations at 24CFR part 58.

Funding Approval/Agreement

Emergency Solutions Grants Program
 Subtitle B of Title IV of the McKinney-Vento Homeless
 Assistance Act, 42 U.S.C. 11371 et seq.

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

1. Recipient Name and Address
 Jersey City
 280 Grove Street - City Hall
 Jersey City, NJ 07302

2. Grant number: E-13-MC-34-0007

3. Tax Identification Number

4. DUNS Number 808597822

5. Fiscal Year (2013)

6. Previous Obligation (Enter "0" for initial Fiscal Year allocation) \$0

7. Current Transaction (+ or -) \$386,055.

8. Revised Obligation \$386,055.

9. Date of Start of Recipient's Program Year (mm/dd/yyyy) 04/01/13	10. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy) 04/02/13	11. Date On Which Recipient May Begin Incurring Costs (the later of the dates listed in 9 and 10) (mm/dd/yyyy) 04/01/13
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12. Type of Agreement (check applicable box)

Initial Agreement (Purpose #1 – Initial Fiscal Year allocation)

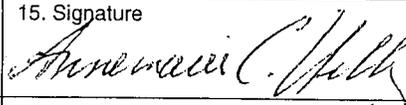
Amendment (Purpose #2 – Deobligation of funds)

Amendment (Purpose #3 – Obligation of additional funds)

13. Special Conditions (check applicable box)

Not applicable Attached

This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD, and the funds may be used to pay costs incurred on or after the date specified in Box 11 above. All funds for the specified Fiscal Year that HUD provides by reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. The Recipient shall also comply with the Office of Management and Budget requirements for Universal Identifier and Central Contractor Registration at 2 CFR Part 25, Appendix A to Part 25—Award Term.

14. For the U.S. Department of HUD (Name and Title of Authorized Official) Annemarie C. Uebbing, Director	15. Signature 	16. Date (Date of Obligation) AUG 08 2013
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17. For the Recipient (Name and Title of Authorized Official) Jerramiah T. Healy, Mayor	18. Signature 	19. Date / /
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Funding Information (HUD Accounting Use Only):

PAS Code:

Appropriation:

Allotment:

Program Code:

Region:

Office:

Appro Symbol:

Instructions for Completing the Agreement for the Emergency Solutions Grants (ESG) Program

General Instructions: This Agreement is used for one of three purposes: (1) to make the initial obligation of ESG funds for a fiscal year and establish the terms under which the obligation is made; (2) to amend an existing Agreement to deobligate an amount of previously obligated ESG funds after a reduction by HUD; (3) to amend an existing Agreement to obligate additional ESG funds for the same fiscal year after a reallocation of funds.

- 1. Recipient Name and Address.** Enter the name of the state, territory or unit of general purpose local government, the name of the organizational unit or instrumentality designated to act on behalf of the government with respect to ESG, and the address of the organizational unit or instrumentality (or government, if no unit or instrumentality is designated).

Example (Organizational unit):

City of ABC

ABC Department of Homeless Services

Address of ABC Department of Homeless Services

Example (Instrumentality):

State of XYZ

XYZ Housing Finance Agency

Address of XYZ Housing Finance Agency

For HUD to recognize an instrumentality as the state or territory for ESG: The state/territory must submit the following to the field office before the grant agreement is prepared: (1) The governor's written designation of the instrumentality to act on behalf of the state/territory with respect to ESG; and (2) Evidence that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the state/territory under its state/territory law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the state/territory; (c) The state/territory has the authority to appoint members of the governing body of the entity OR the control and supervision of the entity is vested in the state/territory government; (d) State/territory statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

For HUD to recognize an instrumentality as the metropolitan city or urban county for ESG: The metropolitan city/urban county must submit the following to the field office before the grant agreement is prepared: (1) The chief executive's written designation of the instrumentality to act on behalf of the metropolitan city/the urban county with regard to activities funded under title IV of the McKinney-Vento Homeless Assistance Act; (2) Evidence that the instrumentality is established pursuant to legislation to act on behalf of the metropolitan city/the county with regard to homeless assistance activities, but is not a public housing authority/agency; and (3) Evidence that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the metropolitan city/the county under its state or local law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the metropolitan city/the county; (c) The metropolitan city/the county has the authority to appoint members of the governing body of the entity OR the

control and supervision of the entity is vested in the metropolitan city/the county; (d) State or local statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

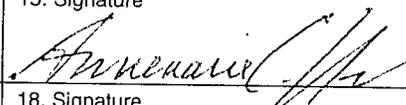
- 2. Grant number.** Enter the recipient's grant number.
- 3. Tax Identification Number.** Enter the 9-digit Tax ID Number (TIN) for the entity whose address is in Box 1.
- 4. DUNS Number.** Enter the Dun and Bradstreet Data Universal Numbering System (DUNS) number for the entity whose address is in Box 1.
- 5. Fiscal Year.** Indicate the fiscal year (yyyy) source of funds for this transaction. Only funds from this fiscal year are to be included in this transaction. (A separate form must be completed for each fiscal year's funds.)
- 6. Previous Obligation.** Enter the total amount of funds that have been previously obligated for this recipient for this fiscal year source of funds. If this Agreement is for the recipient's initial allocation for the fiscal year (purpose #1), the amount will be "0." If this Agreement is for deobligating funds (purpose #2) or obligating additional funds for the fiscal year (purpose #3), enter the amount from Box 8 of the most recent Agreement used for ESG funds for the fiscal year identified in Box 5.
- 7. Current Transaction.** Enter the total amount of funds for this transaction. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount de-obligated.
- 8. Revised Obligation.** Enter the total amount of funds available to the recipient after this transaction. Box 6 plus/minus Box 7.
- 9. Date of Start of Recipient's Program Year.** Enter the date (mm/dd/yyyy) on which the Recipient's Program Year begins. If this Agreement is being used for deobligating funds (purpose # 2) or obligating additional funds for the fiscal year (purpose # 3), this date must match Box 9 of the initial Agreement used for ESG funds for the fiscal year identified in Box 5.
- 10. Date HUD Received Recipient's Consolidated Plan Submission.** Enter the date (mm/dd/yyyy) on which HUD received the recipient's consolidated plan submission corresponding to the funds involved in this transaction, as described below.
For purpose #1 – Initial Fiscal Year allocation: Enter the date HUD received the recipient's annual action plan.
For purpose #2 – Deobligation of funds: Enter the date in Box 10 of the most recent Agreement used for ESG funds for the fiscal year identified in Box 5.
For purpose #3 – Obligation of additional funds: Enter the date HUD received the recipient's substantial amendment for those funds.
- 11. Date On Which Recipient May Begin Incurring Costs.** Enter the date (mm/dd/yyyy) that is the later of the date in Box 9 and the date in Box 10.
- 12. Type of Agreement.** Check Initial Agreement (Purpose #1—Initial Fiscal Year allocation), Amendment (Purpose #2 – Deobligation), or Amendment (Purpose #3 – Obligating additional funds), as applicable.

13. **Special Conditions.** Check the appropriate box and, if applicable, attach the special conditions that are part of the Agreement.
14. **Name and Title of HUD Official.** Enter the name and title of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.
15. **Signature of HUD Official.** The HUD Official signs the Agreement here.
16. **Date.** Enter the date (mm/dd/yyyy) on which the HUD Official signs the Agreement. This is the date of obligation.
17. **Name and Title of Authorized Official for the Recipient.** Enter the name and title of the official authorized to sign on behalf of the recipient. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation by HUD (purpose #3).
18. **Signature of Authorized Official for the Recipient.** The authorized official for the recipient signs the Agreement here. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation of funds (purpose #3).
19. **Date.** Enter the date (mm/dd/yyyy) on which the authorized official for the recipient signs the Agreement. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation of funds (purpose #3)

Funding Approval/Agreement

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Emergency Solutions Grants Program
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11371 et seq.

1. Recipient Name and Address Jersey City 280 Grove Street - City Hall Jersey City, NJ 07302		
2. Grant number: E-13-MC-34-0007		
3. Tax Identification Number		
4. DUNS Number 808597822		
5. Fiscal Year (2013)		
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)		\$0
7. Current Transaction (+ or -)		\$386,055.
8. Revised Obligation		\$386,055.
9. Date of Start of Recipient's Program Year (mm/dd/yyyy) 04/01/13	10. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy) 04/02/13	11. Date On Which Recipient May Begin Incurring Costs (the later of the dates listed in 9 and 10) (mm/dd/yyyy) 04/01/13
12. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		13. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached
<p>This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD, and the funds may be used to pay costs incurred on or after the date specified in Box 11 above. All funds for the specified Fiscal Year that HUD provides by reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. The Recipient shall also comply with the Office of Management and Budget requirements for Universal Identifier and Central Contractor Registration at 2 CFR Part 25, Appendix A to Part 25—Award Term.</p>		
14. For the U.S. Department of HUD (Name and Title of Authorized Official) Annemarie C. Uebbing, Director	15. Signature 	16. Date (Date of Obligation) AUG 08 2013
17. For the Recipient (Name and Title of Authorized Official) Jerramiah T. Healy, Mayor	18. Signature 	19. Date / /
Funding Information (HUD Accounting Use Only): PAS Code: Appropriation: Allotment: Program Code: Region: Office: Appro Symbol:		

Instructions for Completing the Agreement for the Emergency Solutions Grants (ESG) Program

General Instructions: This Agreement is used for one of three purposes: (1) to make the initial obligation of ESG funds for a fiscal year and establish the terms under which the obligation is made; (2) to amend an existing Agreement to deobligate an amount of previously obligated ESG funds after a reduction by HUD; (3) to amend an existing Agreement to obligate additional ESG funds for the same fiscal year after a reallocation of funds.

1. **Recipient Name and Address.** Enter the name of the state, territory or unit of general purpose local government, the name of the organizational unit or instrumentality designated to act on behalf of the government with respect to ESG, and the address of the organizational unit or instrumentality (or government, if no unit or instrumentality is designated).

Example (Organizational unit):

City of ABC
ABC Department of Homeless Services
Address of ABC Department of Homeless Services

Example (Instrumentality):

State of XYZ
XYZ Housing Finance Agency
Address of XYZ Housing Finance Agency

For HUD to recognize an instrumentality as the state or territory for ESG: The state/territory must submit the following to the field office before the grant agreement is prepared: (1) The governor's written designation of the instrumentality to act on behalf of the state/territory with respect to ESG; and (2) Evidence that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the state/territory under its state/territory law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the state/territory; (c) The state/territory has the authority to appoint members of the governing body of the entity OR the control and supervision of the entity is vested in the state/territory government; (d) State/territory statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

For HUD to recognize an instrumentality as the metropolitan city or urban county for ESG: The metropolitan city/urban county must submit the following to the field office before the grant agreement is prepared: (1) The chief executive's written designation of the instrumentality to act on behalf of the metropolitan city/the urban county with regard to activities funded under title IV of the McKinney-Vento Homeless Assistance Act; (2) Evidence that the instrumentality is established pursuant to legislation to act on behalf of the metropolitan city/the county with regard to homeless assistance activities, but is not a public housing authority/agency; and (3) Evidence that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the metropolitan city/the county under its state or local law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the metropolitan city/the county; (c) The metropolitan city/the county has the authority to appoint members of the governing body of the entity OR the

control and supervision of the entity is vested in the metropolitan city/the county; (d) State or local statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

2. **Grant number.** Enter the recipient's grant number.
3. **Tax Identification Number.** Enter the 9-digit Tax ID Number (TIN) for the entity whose address is in Box 1.
4. **DUNS Number.** Enter the Dun and Bradstreet Data Universal Numbering System (DUNS) number for the entity whose address is in Box 1.
5. **Fiscal Year.** Indicate the fiscal year (yyyy) source of funds for this transaction. Only funds from this fiscal year are to be included in this transaction. (A separate form must be completed for each fiscal year's funds.)
6. **Previous Obligation.** Enter the total amount of funds that have been previously obligated for this recipient for this fiscal year source of funds. If this Agreement is for the recipient's initial allocation for the fiscal year (purpose #1), the amount will be "0." If this Agreement is for deobligating funds (purpose #2) or obligating additional funds for the fiscal year (purpose #3), enter the amount from Box 8 of the most recent Agreement used for ESG funds for the fiscal year identified in Box 5.
7. **Current Transaction.** Enter the total amount of funds for this transaction. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount de-obligated.
8. **Revised Obligation.** Enter the total amount of funds available to the recipient after this transaction. Box 6 plus/minus Box 7.
9. **Date of Start of Recipient's Program Year.** Enter the date (mm/dd/yyyy) on which the Recipient's Program Year begins. If this Agreement is being used for deobligating funds (purpose # 2) or obligating additional funds for the fiscal year (purpose # 3), this date must match Box 9 of the initial Agreement used for ESG funds for the fiscal year identified in Box 5.
10. **Date HUD Received Recipient's Consolidated Plan Submission.** Enter the date (mm/dd/yyyy) on which HUD received the recipient's consolidated plan submission corresponding to the funds involved in this transaction, as described below.
For purpose #1 – Initial Fiscal Year allocation: Enter the date HUD received the recipient's annual action plan.
For purpose #2 – Deobligation of funds: Enter the date in Box 10 of the most recent Agreement used for ESG funds for the fiscal year identified in Box 5.
For purpose #3 – Obligation of additional funds: Enter the date HUD received the recipient's substantial amendment for those funds.
11. **Date On Which Recipient May Begin Incurring Costs.** Enter the date (mm/dd/yyyy) that is the later of the date in Box 9 and the date in Box 10.
12. **Type of Agreement.** Check Initial Agreement (Purpose #1—Initial Fiscal Year allocation), Amendment (Purpose #2 – Deobligation), or Amendment (Purpose #3 – Obligating additional funds), as applicable.

13. **Special Conditions.** Check the appropriate box and, if applicable, attach the special conditions that are part of the Agreement.
14. **Name and Title of HUD Official.** Enter the name and title of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.
15. **Signature of HUD Official.** The HUD Official signs the Agreement here.
16. **Date.** Enter the date (mm/dd/yyyy) on which the HUD Official signs the Agreement. This is the date of obligation.
17. **Name and Title of Authorized Official for the Recipient.** Enter the name and title of the official authorized to sign on behalf of the recipient. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation by HUD (purpose #3).
18. **Signature of Authorized Official for the Recipient.** The authorized official for the recipient signs the Agreement here. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation of funds (purpose #3).
19. **Date.** Enter the date (mm/dd/yyyy) on which the authorized official for the recipient signs the Agreement. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation of funds (purpose #3)

Funding Approval/Agreement

Emergency Solutions Grants Program
 Subtitle B of Title IV of the McKinney-Vento Homeless
 Assistance Act, 42 U.S.C. 11371 et seq.

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

1. Recipient Name and Address
 Jersey City
 280 Grove Street - City Hall
 Jersey City, NJ 07302

2. Grant number: E-13-MC-34-0007

3. Tax Identification Number

4. DUNS Number 808597822

5. Fiscal Year (2013)

6. Previous Obligation (Enter "0" for initial Fiscal Year allocation) \$0

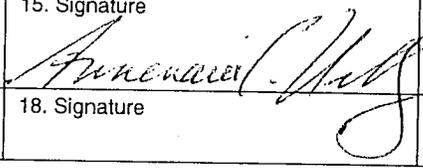
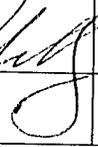
7. Current Transaction (+ or -) \$386,055.

8. Revised Obligation \$386,055.

9. Date of Start of Recipient's Program Year (mm/dd/yyyy) 04/01/13	10. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy) 04/02/13	11. Date On Which Recipient May Begin Incurring Costs (the later of the dates listed in 9 and 10) (mm/dd/yyyy) 04/01/13
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12. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)	13. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached
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This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD, and the funds may be used to pay costs incurred on or after the date specified in Box 11 above. All funds for the specified Fiscal Year that HUD provides by reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. The Recipient shall also comply with the Office of Management and Budget requirements for Universal Identifier and Central Contractor Registration at 2 CFR Part 25, Appendix A to Part 25—Award Term.

14. For the U.S. Department of HUD (Name and Title of Authorized Official) Annemarie C. Uebbing, Director	15. Signature 	16. Date (Date of Obligation) AUG 08 2013
17. For the Recipient (Name and Title of Authorized Official) Jerramiah T. Healy, Mayor	18. Signature 	19. Date / /

Funding Information (HUD Accounting Use Only):
 PAS Code:
 Appropriation:
 Allotment:
 Program Code:
 Region:
 Office:
 Appro Symbol:

Instructions for Completing the Agreement for the Emergency Solutions Grants (ESG) Program

General Instructions: This Agreement is used for one of three purposes: (1) to make the initial obligation of ESG funds for a fiscal year and establish the terms under which the obligation is made; (2) to amend an existing Agreement to deobligate an amount of previously obligated ESG funds after a reduction by HUD; (3) to amend an existing Agreement to obligate additional ESG funds for the same fiscal year after a reallocation of funds.

- 1. Recipient Name and Address.** Enter the name of the state, territory or unit of general purpose local government, the name of the organizational unit or instrumentality designated to act on behalf of the government with respect to ESG, and the address of the organizational unit or instrumentality (or government, if no unit or instrumentality is designated).

Example (Organizational unit):

City of ABC

ABC Department of Homeless Services

Address of ABC Department of Homeless Services

Example (Instrumentality):

State of XYZ

XYZ Housing Finance Agency

Address of XYZ Housing Finance Agency

For HUD to recognize an instrumentality as the state or territory for ESG: The state/territory must submit the following to the field office before the grant agreement is prepared: (1) The governor's written designation of the instrumentality to act on behalf of the state/territory with respect to ESG; and (2) Evidence that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the state/territory under its state/territory law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the state/territory; (c) The state/territory has the authority to appoint members of the governing body of the entity OR the control and supervision of the entity is vested in the state/territory government; (d) State/territory statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

For HUD to recognize an instrumentality as the metropolitan city or urban county for ESG: The metropolitan city/urban county must submit the following to the field office before the grant agreement is prepared: (1) The chief executive's written designation of the instrumentality to act on behalf of the metropolitan city/the urban county with regard to activities funded under title IV of the McKinney-Vento Homeless Assistance Act; (2) Evidence that the instrumentality is established pursuant to legislation to act on behalf of the metropolitan city/the county with regard to homeless assistance activities, but is not a public housing authority/agency; and (3) Evidence that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the metropolitan city/the county under its state or local law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the metropolitan city/the county; (c) The metropolitan city/the county has the authority to appoint members of the governing body of the entity OR the

control and supervision of the entity is vested in the metropolitan city/the county; (d) State or local statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

- 2. Grant number.** Enter the recipient's grant number.
- 3. Tax Identification Number.** Enter the 9-digit Tax ID Number (TIN) for the entity whose address is in Box 1.
- 4. DUNS Number.** Enter the Dun and Bradstreet Data Universal Numbering System (DUNS) number for the entity whose address is in Box 1.
- 5. Fiscal Year.** Indicate the fiscal year (yyyy) source of funds for this transaction. Only funds from this fiscal year are to be included in this transaction. (A separate form must be completed for each fiscal year's funds.)
- 6. Previous Obligation.** Enter the total amount of funds that have been previously obligated for this recipient for this fiscal year source of funds. If this Agreement is for the recipient's initial allocation for the fiscal year (purpose #1), the amount will be "0." If this Agreement is for deobligating funds (purpose #2) or obligating additional funds for the fiscal year (purpose #3), enter the amount from Box 8 of the most recent Agreement used for ESG funds for the fiscal year identified in Box 5.
- 7. Current Transaction.** Enter the total amount of funds for this transaction. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount de-obligated.
- 8. Revised Obligation.** Enter the total amount of funds available to the recipient after this transaction. Box 6 plus/minus Box 7.
- 9. Date of Start of Recipient's Program Year.** Enter the date (mm/dd/yyyy) on which the Recipient's Program Year begins. If this Agreement is being used for deobligating funds (purpose # 2) or obligating additional funds for the fiscal year (purpose # 3), this date must match Box 9 of the initial Agreement used for ESG funds for the fiscal year identified in Box 5.
- 10. Date HUD Received Recipient's Consolidated Plan Submission.** Enter the date (mm/dd/yyyy) on which HUD received the recipient's consolidated plan submission corresponding to the funds involved in this transaction, as described below.
For purpose #1 – Initial Fiscal Year allocation: Enter the date HUD received the recipient's annual action plan.
For purpose #2 – Deobligation of funds: Enter the date in Box 10 of the most recent Agreement used for ESG funds for the fiscal year identified in Box 5.
For purpose #3 – Obligation of additional funds: Enter the date HUD received the recipient's substantial amendment for those funds.
- 11. Date On Which Recipient May Begin Incurring Costs.** Enter the date (mm/dd/yyyy) that is the later of the date in Box 9 and the date in Box 10.
- 12. Type of Agreement.** Check Initial Agreement (Purpose #1—Initial Fiscal Year allocation), Amendment (Purpose #2 – Deobligation), or Amendment (Purpose #3 – Obligating additional funds), as applicable.

13. **Special Conditions.** Check the appropriate box and, if applicable, attach the special conditions that are part of the Agreement.
14. **Name and Title of HUD Official.** Enter the name and title of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.
15. **Signature of HUD Official.** The HUD Official signs the Agreement here.
16. **Date.** Enter the date (mm/dd/yyyy) on which the HUD Official signs the Agreement. This is the date of obligation.
17. **Name and Title of Authorized Official for the Recipient.** Enter the name and title of the official authorized to sign on behalf of the recipient. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation by HUD (purpose #3).
18. **Signature of Authorized Official for the Recipient.** The authorized official for the recipient signs the Agreement here. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation of funds (purpose #3).
19. **Date.** Enter the date (mm/dd/yyyy) on which the authorized official for the recipient signs the Agreement. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation of funds (purpose #3)

ENCLOSURE E

2013 Action Plan
Housing Opportunities for Persons with AIDS (HOPWA) Program
City of Jersey City, New Jersey

For information on the HOPWA Program, see the website at
<https://www.onecpd.info/hopwa/>

ATTACHMENT 2

Performance Grant Agreement

Grant No. NJH13-F002
Official Contact Person Darice Toon
Telephone No. 201-547-5916/5303
FAX No. 201-547-5104
Email No. darice@icnj.org
Tax ID No. _____
Unit of Government ID No. 1464

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2013

This Performance Grant Agreement (“Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Jersey City, NJ (“Grantee”).

- Background; Purpose This Agreement is authorized by the AIDS Housing Opportunity Act (“Act”), 42 U.S.C. §§ 12901 *et seq.* Pursuant to the Act, HUD codified implementing regulations for the Housing Opportunities for Persons With AIDS (“HOPWA”) program at 24 C.F.R. part 574 (“Regulations”). The Regulations set forth the terms and conditions under which applicants can apply for and receive HOPWA grants. The Grantee has applied for, and HUD has approved, a HOPWA formula grant. The purpose of this Agreement is to set forth the terms and conditions under which HUD will provide funds to the Grantee.
- Approved Grant Amount, Activities, and Uses of Funds By execution of this Agreement in the space provided below, HUD agrees, subject to the terms prescribed herein, to provide a HOPWA formula grant to the Grantee in the amount of **\$2,810,245** (“Grant” or “Grant Funds”). Grant Funds shall be used to carry out activities set forth in the Act and Regulations, and more readily described in the Consolidated Plan that was prepared, submitted and approved in accordance with Consolidated Submission for Community Planning and Development Programs regulations at 24 C.F.R. part 91 (“Approved Application”), as applicable to the HOPWA program.
- Regulations; Approved Application This Agreement shall be governed and controlled by the Act, the Regulations, program directives, and any other applicable federal requirements, including those set forth in Executive Orders and Office of Management and Budget Circulars, as currently established and may be amended from time to time. The Approved Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this Agreement. Unless the context otherwise requires, any reference to this Agreement shall be deemed to include the Act, the Regulations and the Approved Application. Whenever the terms of the Agreement, Approved Application or any other document used in connection with the Grant conflict with the terms provided herein, this Agreement shall control.

4. Subgrants The Grantee shall ensure that, when making a subgrant, herein defined as an award of financial assistance made under this Grant to eligible nonprofit organizations or housing agencies of a State or unit of general local government ("Project Sponsors") via contractual agreement, Project Sponsors are aware of requirements imposed upon them by federal statutes and implementing regulations. Project Sponsor contracts should include any clauses required by this Agreement and any other applicable federal requirements, including those set forth in Executive Orders and Office of Management and Budget Circulars.

5. Financial Management, Release, Expenditure of Grant Funds, and Drawdowns.

a. Within 90 days of the date of execution of this Agreement, the Grantee agrees, and will ensure that any Project Sponsor agrees, to either obtain a certificate of completion of HOPWA Financial Management Online Training

(<http://www.hudhre.info/index.cfm?do=viewHopwaFinancialTraining>.) by at least one of its employees, or to demonstrate financial management capacity to carry out the provisions 24 C.F.R. 85.20.

b. The Grantee agrees, and will ensure that any Project Sponsor agrees, that it will not make a commitment or expenditure of Grant Funds to acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a HOPWA-assisted project until the responsible entity has completed the environmental review procedures required by 24 C.F.R. part 58 and the environmental certification and Request for Release of Funds have been approved.

c. To ensure that Grant Funds are expended and disbursed in a timely manner, the Grantee shall draw down Grant Funds not less than quarterly. The Grantee agrees, and will ensure that any Project Sponsor agrees, to make timely payments to each subrecipient upon request, provided the requesting subrecipient is in compliance with program requirements. A request by the Grantee to draw down Grant Funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms of this Agreement.

6. Pre-award Costs and Fees

a. Pre-award costs may not be incurred prior to the date of execution of this Agreement unless such costs would have been allowable if incurred after the date of the award and HUD has given written approval to incur such costs.

b. The Grantee agrees, and shall ensure that Project Sponsors agree, that no fees, excluding rent, will be charged to any eligible person for activities carried out under this award.

7. Amendments and Record-Keeping

a. This constitutes the entire agreement between HUD and the Grantee. This Agreement may not be amended except in a writing executed by authorized officials of HUD and the Grantee. When requesting an amendment to this Agreement, the Grantee shall submit a letter of request to the address set forth in paragraph 10 and attach the proposed amendment(s) to the applicable page(s)

of this Agreement. The effective date of any amendment to this Agreement shall be the date of execution by HUD.

b. Amendments to the Grantee's approved Consolidated Plan shall comply with 24 C.F.R. § 91.505.

c. The Grantee shall maintain all programmatic records, including, but not limited to, the Approved Application, amendments to the Approved Application, voucher requests, deposit and expenditure receipts, participant and activity eligibility records, and any other documents required under this award, in its files for a period of not less than four years. In the case of participant eligibility records, the Grantee shall update records no less than annually. Upon reasonable notice, the Grantee shall make records available for audit or inspection by authorized representatives of HUD.

8. Performance By execution of this Agreement in the space provided below, the Grantee agrees, and will ensure that Project Sponsors agree, to:

a. Operate the program in accordance with the Approved Application, the Regulations and other program requirements;

b. Conduct an ongoing assessment of the housing assistance and supportive services required by participants as identified in Individual Housing and Service Plans, including an annual assessment of their housing situation, a reevaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness and improving access to healthcare and other support;

c. Assure the adequate provision of supportive services to program participants, provided, however, that Grant Funds shall not be utilized for healthcare and related drug assistance when other amounts are available or designated by State or local governments;

d. In the case of assistance involving substantial rehabilitation or acquisition, maintain the assisted structure as a facility to provide short-term-supported housing or assistance for a period of not less than ten years, and in the case of assistance involving nonsubstantial rehabilitation or repair, maintain the assisted structure as a facility to provide short-term supported housing or assistance for a period of not less than three years, a Declaration of Restrictive Covenant for which shall be recorded pursuant to state and local law;

e. In the case of assistance involving assistance involving real property acquisition, dispose of such property in the manner provided for in 24 C.F.R. part 85;

f. Comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal

Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 C.F.R. part 25) and Appendix A to part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 C.F.R. part 170).

g. Commit any program income generated from grant-supported activities to the project or other HOPWA program activities under this Agreement; and

h. Comply with such other terms and conditions as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

9. Performance Reports In accordance with 24 C.F.R. part 91, the Grantee shall submit a Consolidated Annual Performance and Evaluation Report (“CAPER”) that demonstrates its progress in carrying out its strategic plan and its action plan within 90 days after the close of each program year. The performance report must include the number of individuals assisted, the types of assistance provided, a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including racial and ethnic status of persons assisted), and actions taken to further fair housing.

10. General HUD notifications to the Grantee under this Agreement shall be sent to the address set forth in the Approved Application, unless the Grantee otherwise notifies HUD in writing. Grantee notifications, including notices of amendments to the Consolidated Plan and requests for amendments to this Agreement, shall be addressed to the appropriate field office, to wit: U.S. Department of Housing and Urban Development, att: Annemarie C. Uebbing, CPD Director, One Newark Center, Newark, NJ 07102.

11. Defaults and Remedies A default shall occur when the Grantee materially fails to comply with program requirements. A default may consist of using Grant Funds other than as authorized by this Agreement, noncompliance with statutory, regulatory, or other requirements applicable to this HOPWA award, any other material breach of this Agreement, or any material misrepresentation, which, if known to HUD, would have resulted in the Grant Funds not being provided. If the Grantee fails to comply with any term of this award, HUD may:

a. Temporarily withhold further payments pending corrective action by the Grantee or Project sponsor;

b. Disallow all or part of the cost of an activity or action not in compliance;

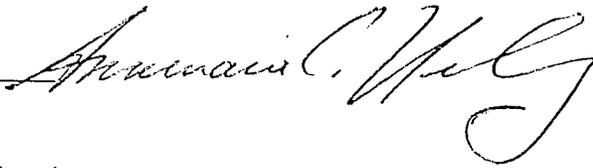
c. Wholly or partly suspend or terminate the current award for the Grantee’s or Subgrantee’s program;

- d. Withhold further awards for the HOPWA program;
- e. Reduce or recapture Grant Funds;
- f. Require the Grantee to reimburse program accounts with non-Federal funds for the amount of ineligible costs; or
- g. Take other appropriate action, including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

Nothing in this paragraph shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. The Grant may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

THE UNDERSIGNED, as authorized officials on behalf of HUD and the Grantee, have executed this Agreement, which shall be effective as of the date of execution hereof on behalf the Secretary:

UNITED STATES OF AMERICA
Department of Housing and Urban Development
By: The Secretary

By: Annemarie C. Uebbing 
(Signature)

Director, Community Planning and Development
(Title)

AUG 08 2013

(Date)

GRANTEE

STATE of _____

By: _____
(Signature and Title)

(Date)

OR

By: City of Jersey City
(Qualifying City/Eligible State)

On behalf of the _____
Eligible Metropolitan Statistical Area/State

By: Steven Fulop, Mayor
(Signature and Title of Authorized Official)

(Date)

ATTACHMENT 2

Performance Grant Agreement

Grant No. NJH13-F002
Official Contact Person Darice Toon
Telephone No. 201-547-5916/5303
FAX No. 201-547-5104
Email No. darice@icni.org
Tax ID No. _____
Unit of Government ID No. 1464

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- Approved Grant Amount, Activities, and Uses of Funds By execution of this Agreement in the space provided below, HUD agrees, subject to the terms prescribed herein, to provide a HOPWA formula grant to the Grantee in the amount of \$2,810,245 (“Grant” or “Grant Funds”). Grant Funds shall be used to carry out activities set forth in the Act and Regulations, and more readily described in the Consolidated Plan that was prepared, submitted and approved in accordance with Consolidated Submission for Community Planning and Development Programs regulations at 24 C.F.R. part 91 (“Approved Application”), as applicable to the HOPWA program.
- Regulations; Approved Application This Agreement shall be governed and controlled by the Act, the Regulations, program directives, and any other applicable federal requirements, including those set forth in Executive Orders and Office of Management and Budget Circulars, as currently established and may be amended from time to time. The Approved Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this Agreement. Unless the context otherwise requires, any reference to this Agreement shall be deemed to include the Act, the Regulations and the Approved Application. Whenever the terms of the Agreement, Approved Application or any other document used in connection with the Grant conflict with the terms provided herein, this Agreement shall control.

4. Subgrants The Grantee shall ensure that, when making a subgrant, herein defined as an award of financial assistance made under this Grant to eligible nonprofit organizations or housing agencies of a State or unit of general local government ("Project Sponsors") via contractual agreement, Project Sponsors are aware of requirements imposed upon them by federal statutes and implementing regulations. Project Sponsor contracts should include any clauses required by this Agreement and any other applicable federal requirements, including those set forth in Executive Orders and Office of Management and Budget Circulars.

5. Financial Management, Release, Expenditure of Grant Funds, and Drawdowns.

a. Within 90 days of the date of execution of this Agreement, the Grantee agrees, and will ensure that any Project Sponsor agrees, to either obtain a certificate of completion of HOPWA Financial Management Online Training

(<http://www.hudhre.info/index.cfm?do=viewHopwaFinancialTraining>.) by at least one of its employees, or to demonstrate financial management capacity to carry out the provisions 24 C.F.R. 85.20.

b. The Grantee agrees, and will ensure that any Project Sponsor agrees, that it will not make a commitment or expenditure of Grant Funds to acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a HOPWA-assisted project until the responsible entity has completed the environmental review procedures required by 24 C.F.R. part 58 and the environmental certification and Request for Release of Funds have been approved.

c. To ensure that Grant Funds are expended and disbursed in a timely manner, the Grantee shall draw down Grant Funds not less than quarterly. The Grantee agrees, and will ensure that any Project Sponsor agrees, to make timely payments to each subrecipient upon request, provided the requesting subrecipient is in compliance with program requirements. A request by the Grantee to draw down Grant Funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms of this Agreement.

6. Pre-award Costs and Fees

a. Pre-award costs may not be incurred prior to the date of execution of this Agreement unless such costs would have been allowable if incurred after the date of the award and HUD has given written approval to incur such costs.

b. The Grantee agrees, and shall ensure that Project Sponsors agree, that no fees, excluding rent, will be charged to any eligible person for activities carried out under this award.

7. Amendments and Record-Keeping

a. This constitutes the entire agreement between HUD and the Grantee. This Agreement may not be amended except in a writing executed by authorized officials of HUD and the Grantee. When requesting an amendment to this Agreement, the Grantee shall submit a letter of request to the address set forth in paragraph 10 and attach the proposed amendment(s) to the applicable page(s)

of this Agreement. The effective date of any amendment to this Agreement shall be the date of execution by HUD.

b. Amendments to the Grantee's approved Consolidated Plan shall comply with 24 C.F.R. § 91.505.

c. The Grantee shall maintain all programmatic records, including, but not limited to, the Approved Application, amendments to the Approved Application, voucher requests, deposit and expenditure receipts, participant and activity eligibility records, and any other documents required under this award, in its files for a period of not less than four years. In the case of participant eligibility records, the Grantee shall update records no less than annually. Upon reasonable notice, the Grantee shall make records available for audit or inspection by authorized representatives of HUD.

8. Performance By execution of this Agreement in the space provided below, the Grantee agrees, and will ensure that Project Sponsors agree, to:

a. Operate the program in accordance with the Approved Application, the Regulations and other program requirements;

b. Conduct an ongoing assessment of the housing assistance and supportive services required by participants as identified in Individual Housing and Service Plans, including an annual assessment of their housing situation, a reevaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness and improving access to healthcare and other support;

c. Assure the adequate provision of supportive services to program participants, provided, however, that Grant Funds shall not be utilized for healthcare and related drug assistance when other amounts are available or designated by State or local governments;

d. In the case of assistance involving substantial rehabilitation or acquisition, maintain the assisted structure as a facility to provide short-term-supported housing or assistance for a period of not less than ten years, and in the case of assistance involving nonsubstantial rehabilitation or repair, maintain the assisted structure as a facility to provide short-term supported housing or assistance for a period of not less than three years, a Declaration of Restrictive Covenant for which shall be recorded pursuant to state and local law;

e. In the case of assistance involving assistance involving real property acquisition, dispose of such property in the manner provided for in 24 C.F.R. part 85;

f. Comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal

Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 C.F.R. part 25) and Appendix A to part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 C.F.R. part 170).

g. Commit any program income generated from grant-supported activities to the project or other HOPWA program activities under this Agreement; and

h. Comply with such other terms and conditions as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

9. Performance Reports In accordance with 24 C.F.R. part 91, the Grantee shall submit a Consolidated Annual Performance and Evaluation Report (“CAPER”) that demonstrates its progress in carrying out its strategic plan and its action plan within 90 days after the close of each program year. The performance report must include the number of individuals assisted, the types of assistance provided, a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including racial and ethnic status of persons assisted), and actions taken to further fair housing.

10. General HUD notifications to the Grantee under this Agreement shall be sent to the address set forth in the Approved Application, unless the Grantee otherwise notifies HUD in writing. Grantee notifications, including notices of amendments to the Consolidated Plan and requests for amendments to this Agreement, shall be addressed to the appropriate field office, to wit: U.S. Department of Housing and Urban Development, att: Annemarie C. Uebbing, CPD Director, One Newark Center, Newark, NJ 07102.

11. Defaults and Remedies A default shall occur when the Grantee materially fails to comply with program requirements. A default may consist of using Grant Funds other than as authorized by this Agreement, noncompliance with statutory, regulatory, or other requirements applicable to this HOPWA award, any other material breach of this Agreement, or any material misrepresentation, which, if known to HUD, would have resulted in the Grant Funds not being provided. If the Grantee fails to comply with any term of this award, HUD may:

a. Temporarily withhold further payments pending corrective action by the Grantee or Project sponsor;

b. Disallow all or part of the cost of an activity or action not in compliance;

c. Wholly or partly suspend or terminate the current award for the Grantee’s or Subgrantee’s program;

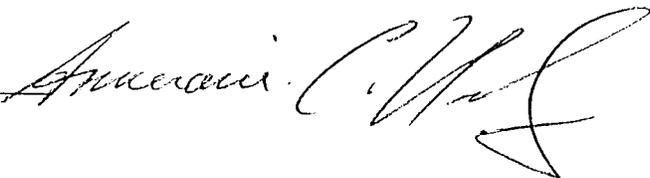
- d. Withhold further awards for the HOPWA program;
- e. Reduce or recapture Grant Funds;
- f. Require the Grantee to reimburse program accounts with non-Federal funds for the amount of ineligible costs; or
- g. Take other appropriate action, including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

Nothing in this paragraph shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. The Grant may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

THE UNDERSIGNED, as authorized officials on behalf of HUD and the Grantee, have executed this Agreement, which shall be effective as of the date of execution hereof on behalf the Secretary:

UNITED STATES OF AMERICA
Department of Housing and Urban Development
By: The Secretary

By: Annemarie C. Uebbing
(Signature)



Director, Community Planning and Development
(Title)

AUG 08 2013

(Date)

GRANTEE

STATE of _____

By: _____
(Signature and Title)

(Date)

OR

By: City of Jersey City
(Qualifying City/Eligible State)

On behalf of the _____
Eligible Metropolitan Statistical Area/State

By: Steven Fulop, Mayor
(Signature and Title of Authorized Official)

(Date)

ATTACHMENT 2

Performance Grant Agreement

Grant No. NJH13-F002
Official Contact Person Darice Toon
Telephone No. 201-547-5916/5303
FAX No. 201-547-5104
Email No. darice@icnj.org
Tax ID No. _____
Unit of Government ID No. 1464

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2013

This Performance Grant Agreement ("Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Jersey City, NJ ("Grantee").

- Background; Purpose This Agreement is authorized by the AIDS Housing Opportunity Act ("Act"), 42 U.S.C. §§ 12901 et seq. Pursuant to the Act, HUD codified implementing regulations for the Housing Opportunities for Persons With AIDS ("HOPWA") program at 24 C.F.R. part 574 ("Regulations"). The Regulations set forth the terms and conditions under which applicants can apply for and receive HOPWA grants. The Grantee has applied for, and HUD has approved, a HOPWA formula grant. The purpose of this Agreement is to set forth the terms and conditions under which HUD will provide funds to the Grantee.
- Approved Grant Amount, Activities, and Uses of Funds By execution of this Agreement in the space provided below, HUD agrees, subject to the terms prescribed herein, to provide a HOPWA formula grant to the Grantee in the amount of \$2,810,245 ("Grant" or "Grant Funds"). Grant Funds shall be used to carry out activities set forth in the Act and Regulations, and more readily described in the Consolidated Plan that was prepared, submitted and approved in accordance with Consolidated Submission for Community Planning and Development Programs regulations at 24 C.F.R. part 91 ("Approved Application"), as applicable to the HOPWA program.
- Regulations; Approved Application This Agreement shall be governed and controlled by the Act, the Regulations, program directives, and any other applicable federal requirements, including those set forth in Executive Orders and Office of Management and Budget Circulars, as currently established and may be amended from time to time. The Approved Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this Agreement. Unless the context otherwise requires, any reference to this Agreement shall be deemed to include the Act, the Regulations and the Approved Application. Whenever the terms of the Agreement, Approved Application or any other document used in connection with the Grant conflict with the terms provided herein, this Agreement shall control.

4. Subgrants The Grantee shall ensure that, when making a subgrant, herein defined as an award of financial assistance made under this Grant to eligible nonprofit organizations or housing agencies of a State or unit of general local government ("Project Sponsors") via contractual agreement, Project Sponsors are aware of requirements imposed upon them by federal statutes and implementing regulations. Project Sponsor contracts should include any clauses required by this Agreement and any other applicable federal requirements, including those set forth in Executive Orders and Office of Management and Budget Circulars.

5. Financial Management, Release, Expenditure of Grant Funds, and Drawdowns.

a. Within 90 days of the date of execution of this Agreement, the Grantee agrees, and will ensure that any Project Sponsor agrees, to either obtain a certificate of completion of HOPWA Financial Management Online Training (<http://www.hudhre.info/index.cfm?do=viewHopwaFinancialTraining>.) by at least one of its employees, or to demonstrate financial management capacity to carry out the provisions 24 C.F.R. 85.20.

b. The Grantee agrees, and will ensure that any Project Sponsor agrees, that it will not make a commitment or expenditure of Grant Funds to acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a HOPWA-assisted project until the responsible entity has completed the environmental review procedures required by 24 C.F.R. part 58 and the environmental certification and Request for Release of Funds have been approved.

c. To ensure that Grant Funds are expended and disbursed in a timely manner, the Grantee shall draw down Grant Funds not less than quarterly. The Grantee agrees, and will ensure that any Project Sponsor agrees, to make timely payments to each subrecipient upon request, provided the requesting subrecipient is in compliance with program requirements. A request by the Grantee to draw down Grant Funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms of this Agreement.

6. Pre-award Costs and Fees

a. Pre-award costs may not be incurred prior to the date of execution of this Agreement unless such costs would have been allowable if incurred after the date of the award and HUD has given written approval to incur such costs.

b. The Grantee agrees, and shall ensure that Project Sponsors agree, that no fees, excluding rent, will be charged to any eligible person for activities carried out under this award.

7. Amendments and Record-Keeping

a. This constitutes the entire agreement between HUD and the Grantee. This Agreement may not be amended except in a writing executed by authorized officials of HUD and the Grantee. When requesting an amendment to this Agreement, the Grantee shall submit a letter of request to the address set forth in paragraph 10 and attach the proposed amendment(s) to the applicable page(s)

of this Agreement. The effective date of any amendment to this Agreement shall be the date of execution by HUD.

b. Amendments to the Grantee's approved Consolidated Plan shall comply with 24 C.F.R. § 91.505.

c. The Grantee shall maintain all programmatic records, including, but not limited to, the Approved Application, amendments to the Approved Application, voucher requests, deposit and expenditure receipts, participant and activity eligibility records, and any other documents required under this award, in its files for a period of not less than four years. In the case of participant eligibility records, the Grantee shall update records no less than annually. Upon reasonable notice, the Grantee shall make records available for audit or inspection by authorized representatives of HUD.

8. Performance By execution of this Agreement in the space provided below, the Grantee agrees, and will ensure that Project Sponsors agree, to:

a. Operate the program in accordance with the Approved Application, the Regulations and other program requirements;

b. Conduct an ongoing assessment of the housing assistance and supportive services required by participants as identified in Individual Housing and Service Plans, including an annual assessment of their housing situation, a reevaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness and improving access to healthcare and other support;

c. Assure the adequate provision of supportive services to program participants, provided, however, that Grant Funds shall not be utilized for healthcare and related drug assistance when other amounts are available or designated by State or local governments;

d. In the case of assistance involving substantial rehabilitation or acquisition, maintain the assisted structure as a facility to provide short-term-supported housing or assistance for a period of not less than ten years, and in the case of assistance involving nonsubstantial rehabilitation or repair, maintain the assisted structure as a facility to provide short-term supported housing or assistance for a period of not less than three years, a Declaration of Restrictive Covenant for which shall be recorded pursuant to state and local law;

e. In the case of assistance involving assistance involving real property acquisition, dispose of such property in the manner provided for in 24 C.F.R. part 85;

f. Comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal

Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 C.F.R. part 25) and Appendix A to part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 C.F.R. part 170).

g. Commit any program income generated from grant-supported activities to the project or other HOPWA program activities under this Agreement; and

h. Comply with such other terms and conditions as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

9. Performance Reports In accordance with 24 C.F.R. part 91, the Grantee shall submit a Consolidated Annual Performance and Evaluation Report (“CAPER”) that demonstrates its progress in carrying out its strategic plan and its action plan within 90 days after the close of each program year. The performance report must include the number of individuals assisted, the types of assistance provided, a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including racial and ethnic status of persons assisted), and actions taken to further fair housing.

10. General HUD notifications to the Grantee under this Agreement shall be sent to the address set forth in the Approved Application, unless the Grantee otherwise notifies HUD in writing. Grantee notifications, including notices of amendments to the Consolidated Plan and requests for amendments to this Agreement, shall be addressed to the appropriate field office, to wit: U.S. Department of Housing and Urban Development, att: Annemarie C. Uebbing, CPD Director, One Newark Center, Newark, NJ 07102.

11. Defaults and Remedies A default shall occur when the Grantee materially fails to comply with program requirements. A default may consist of using Grant Funds other than as authorized by this Agreement, noncompliance with statutory, regulatory, or other requirements applicable to this HOPWA award, any other material breach of this Agreement, or any material misrepresentation, which, if known to HUD, would have resulted in the Grant Funds not being provided. If the Grantee fails to comply with any term of this award, HUD may:

a. Temporarily withhold further payments pending corrective action by the Grantee or Project sponsor;

b. Disallow all or part of the cost of an activity or action not in compliance;

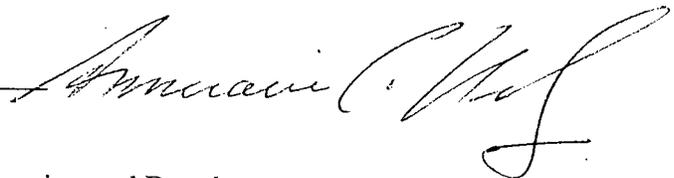
c. Wholly or partly suspend or terminate the current award for the Grantee’s or Subgrantee’s program;

- d. Withhold further awards for the HOPWA program;
- e. Reduce or recapture Grant Funds;
- f. Require the Grantee to reimburse program accounts with non-Federal funds for the amount of ineligible costs; or
- g. Take other appropriate action, including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

Nothing in this paragraph shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. The Grant may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

THE UNDERSIGNED, as authorized officials on behalf of HUD and the Grantee, have executed this Agreement, which shall be effective as of the date of execution hereof on behalf the Secretary:

UNITED STATES OF AMERICA
Department of Housing and Urban Development
By: The Secretary

By: Annemarie C. Uebbing 
(Signature)
Director, Community Planning and Development
(Title)

AUG 08 2013

(Date)

GRANTEE

STATE of _____

By: _____
(Signature and Title)

(Date)

OR

By: City of Jersey City
(Qualifying City/Eligible State)

On behalf of the _____
Eligible Metropolitan Statistical Area/State

By: Steven Fulop, Mayor
(Signature and Title of Authorized Official)

(Date)

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

City Clerk File No. RES. 13.579

Agenda No. 10.2.

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND THE DEPARTMENT OF HOMELAND SECURITY (DHS) UNDER THE FY 2012 ASSISTANCE TO FIRE FIGHTERS GRANT FOR THE REPLACEMENT OF A TOWER LADDER TRUCK FOR THE JERSEY CITY FIRE DEPARTMENT

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

WHEREAS, the Fire Department is in need of replacing a Tower Ladder Truck which is over 20 years old, and

WHEREAS, the Fire Department has applied for and been approved for a Grant in the amount of \$800,000 to replace the Tower Ladder Truck, and

WHEREAS, the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS) has provided to the Jersey City Fire Department under the Assistance to Fire Fighters Grant Program \$800,000 for the purchase of (1) one Tower Ladder Truck, and

WHEREAS, this is a matching Grant and the approved purchase cost is \$800,000, the federal share is 80 percent or \$640,000 and the City's share is 20 percent or \$160,000, which has been budgeted for by the Fire Department, and

WHEREAS, the Fire Department desires to accept the funding provided under this Grant to replace the current Tower Ladder Truck, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Municipal Council of the City of Jersey City to:

1. Mayor of Jersey City Steven M. Fulop and/or Business Administrator of Jersey City are hereby authorized to execute a contract and/or grant agreement with the Federal Emergency Management Agency and the US Department of Homeland Security, and
2. The Office of Management and Budget is authorized to establish an account in the amount of \$800,000 for the Jersey City Fire Department Assistance to Fire Fighters Grant

Jerome A. Cala
 Jerome A. Cala, Deputy Director

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 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			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

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



FEMA

Mr. Scott Mcdermott
Jersey City Dept of Fire & Emergency Services
465 Marin Boulevard
Jersey City, New Jersey 07302-2111

Re: Grant No.EMW-2012-FV-02611

Dear Mr. Mcdermott:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2012 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$800,000.00. The Federal share is 80 percent or \$640,000.00 of the approved amount and your share of the costs is 20 percent or \$160,000.00.

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. **You establish acceptance of the grant and Grant Agreement Articles when you formally receive the award through the AFG online system.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy W. Manning".

Timothy W. Manning
Deputy Administrator for National Preparedness and Protection

Agreement Articles



FEMA

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

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Vehicle Acquisition program

GRANTEE: Jersey City Dept of Fire & Emergency Services

PROGRAM: Vehicle Acquisition

AGREEMENT NUMBER: EMW-2012-FV-02611

AMENDMENT NUMBER:

TABLE OF CONTENTS

Article I	Project Description
Article II	Grantee Concurrence
Article III	Period of Performance
Article IV	Amount Awarded
Article V	Financial Guidelines
Article VI	Prohibition on Using Federal Funds
Article VII	GPD Allocations
Article VIII	Financial Reporting
Article IX	FEMA Officials
Article X	Central Contractor Registration (CCR)

Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - is consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

Article II - Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. Grantees agree that they will use the funds provided through the Fiscal Year 2012 Assistance to Firefighters

Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2012 Assistance to Firefighters Grant program guidance. All documents submitted as part of the application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **12-FEB-13 to 11-FEB-14**.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for the Award attached to these articles. Following are the budgeted estimates for each object class of this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$800,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$800,000.00

NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Nancy Cannon at Nancy.Cannon@dhs.gov

Article V - Financial Guidelines

The grantee and any subgrantee 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 Nonprofit Organizations (OMB Circular A-110)

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 Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

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

Article VI - Prohibition on Using Federal Funds

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.

Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Assistance to Firefighters Grant Program guidance and application kit.

Article VIII - Financial Reporting

Recipients of any Assistance to Firefighters Grants will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit a FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (Report due by July 31), and July 1 through December 31 (Report due by January 30).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IX - FEMA Officials

Program Officer: Catherine Patterson is the Program Officer for the Assistance to Firefighters Grant Program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: Andrea Day is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Article X - Central Contractor Registration (CCR)

Recipients of an AFG grant are required Central Contractor Registration (CCR) in the SAM.gov system. Active registration in the Central Contractor Registry ensures grantees are compliant with Federal regulations under Federal Financial Accountability and Transparency Act (FFATA). CCR registration is free, and may take up to 5 to 10 business days to process. For help with registering in the CCR, please visit SAM.gov for more information.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO: EMW-2012-FV-02611	2. AMENDMENT NO: 0	3. RECIPIENT NO: 22-6002013	4. TYPE OF ACTION AWARD	5. CONTROL NO: W279230N		
6. RECIPIENT NAME AND ADDRESS Jersey City Dept of Fire & Emergency Services 465 Marin Boulevard Jersey City New Jersey, 07302-2111	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Andrea Day		8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472			
9. NAME OF RECIPIENT PROJECT OFFICER Scott Mcdermott	PHONE NO: 2015474239	10. NAME OF PROJECT COORDINATOR Catherine Patterson		PHONE NO: 1-866-274-0960		
11. EFFECTIVE DATE OF THIS ACTION 12-FEB-13	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:12-FEB-13 To:11-FEB-14 Budget Period From:01-NOV-12 To:30-SEP-13			
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-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2013-1C-C111-P4000000-4101-D	\$0.00	\$640,000.00	\$640,000.00	\$160,000.00
		TOTALS	\$0.00	\$640,000.00	\$640,000.00	\$160,000.00
b. To describe changes other than funding data or financial changes, attach schedule and check here N/A						
16a. FOR NON-DISASTER PROGRAMS RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Assistance to Firefighters Grant 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) N/A					DATE N/A	
18. FEMA SIGNATORY OFFICIAL (Name and Title) Andrea Day					DATE 08-FEB-13	

Go Back

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

City Clerk File No. RES. 13-580

Agenda No. 10.2.1.

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN AGREEMENT TO THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC., TO PROVIDE LOCAL EMPLOYMENT AND TRAINING PROGRAMS AS THE ONE-STOP OPERATOR FOR THE JERSEY CITY WORKFORCE INVESTMENT AREA PURSUANT TO THE WORKFORCE

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, the Workforce Investment Act ("Act") , 29 USC 2801, et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Investment Area ("WIA"); and

WHEREAS, the City of Jersey City ("City") has qualified for " temporary and subsequent designation" as WIA under the Act, and the Governor of New Jersey has designated Jersey City as a WIA; and

WHEREAS, Section 2841 (d) of the Act authorizes the local Workforce Investment Board ("WIB") for a WIA, with agreement of the chief elected official of the WIA, to designate a One-Stop Operator for the WIA and the programs initiated under the Act; and

WHEREAS, the Jersey City Employment & Training Program, Inc. ("JCETP"), with its specialized and qualitative expertise in operating such programs, has been designated the One-Stop Operator for the Jersey City WIA by agreement of the WIB servicing the Jersey City WIA and the Mayor of the City of Jersey City; and

WHEREAS, this agreement is exempt for competitive bidding in accordance with 29 USC 2841 (d) which allows the local WIB, in agreement with the chief elected official of a WIA to designate a One-Stop Operator; and

WHEREAS, this agreement shall terminate when the Workforce Development Area Contract ends on June 30, 2014; and

WHEREAS, the funding for this contract in amount of \$7,351,489 are available via NJ Department of Labor and Workforce Development Grants funds; and

WHEREAS, these grant funds are available in the following accounts:

02-213-40-358-221	1,951,297.00
02-213-40-358-222	1,994,082.00
02-213-40-358-223	1,065,116.00
02-213-40-358-224	1,620,840.00
02-213-40-358-225	23,636.00
02-213-40-358-229	97,000.00
02-213-40-358-230	10,200.00
02-213-40-358-231	3,210.00
02-213-40-358-232	60,000.00
02-213-40-358-233	30,000.00
02-213-40-358-234	496,108.00

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40-A:11-1, et seq., requires that a resolution to award contracts for classroom training, programs and or services without competitive

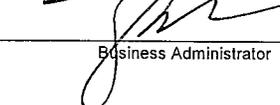
City Clerk File No. RES. 13.580
Agenda No. 10.2.1 AUG 28 2013

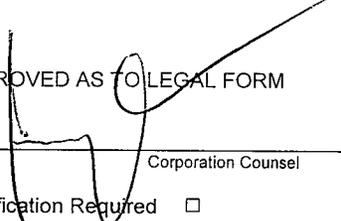
TITLE:

bids and the contract itself must be available for public inspection; and

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

1. Subject to such modification as may be deemed necessary and appropriate by the Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached agreement for the JCETP as the One-Stop Operator for the Jersey City WIA and programs initiated by for the WIA for a term ending June 30, 2014.
2. JCEPT shall expend federal funds allocated under the WIA for the program year encompassed by this agreement for the purpose of implementing and carrying out the approved plan, as well as such other funds as may, from time to time, be made available to JCETP, with such approval by the City as required by federal, state or local laws.
3. This agreement shall be subject to the City receiving funding allocations under the Act for use as set forth in the agreement.
4. This agreement is exempt from competitive bidding in accordance with 29 USC 2841(d) which allows local WIB, in agreement with chief elected official of a WIA, to designate a One-Stop Operator.
5. This agreement shall be subject to the condition that JCETP provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM 
 Corporation Counsel
 Certification Required
 Not Required

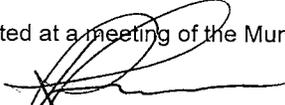
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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. 13-581

Agenda No. 10.Z.2.

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE FIRE DEPARTMENT COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)

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

WHEREAS, the need for constant and reliable communications for the safety of the citizens of Jersey City exists, and

WHEREAS, the success of the Jersey City Fire Department Computer Aided Dispatch ("CAD") System is dependent upon the support and enhancement of its software; and

WHEREAS, the services required are special in nature based upon the unique hardware/software environment utilized in the Jersey City Fire Department; and

WHEREAS, ASTRA Software Corporation, 19421C Liverpool Parkway, Cornelius, North Carolina 28031 has agreed to provide these services for one year in the manner specified by the Jersey City Fire Department for the maximum amount of seventeen thousand eight hundred dollars (\$17,800); and

WHEREAS, this contract will be from August 1, 2013 through July 31, 2014; and

WHEREAS, the amount of Seventeen Thousand Eight Hundred Dollars (\$17,800.00) is available in the budget for this expenditure, in accordance with the requirements of Local Budget Law N.J.S.A. 40A:1, et seq.

Fire Department

Acct. No. 13-01-201-25-265-312 P.O. No. 110242 Amount \$17,800.00

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-5 (1)(dd)) allows for this contract without public bidding because this contract provides for the support and maintenance of proprietary computer software presently in place, 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.; and

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

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., ASTRA Software Corporation has completed and submitted a Business Entity Disclosure Certification which certifies that ASTRA Software Corporation has not made any reportable contributions to a political candidate or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit ASTRA Software 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

City Clerk File No. RES. 13.581

Agenda No. 10.2.2 AUG 28 2013

TITLE:

WHEREAS, pursuant to Jersey City Ordinance 08-128, ASTRA Software Corporation has certified that it has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit the ASTRA Software Corporation from making any reportable contributions through the term of the contract; and

WHEREAS, funds in the amount of \$17,800 **Fire Department Operating Account No. 01-201-25-265-413.**

WHEREAS, the City of Jersey City and its governing body find approval of such proposal to be in the best interest of the City.

RESOLVED, this contract is awarded pursuant to the statutory provisions of N.J.S.A. 19:44A-20.4 et seq (the "Pay to Play" law).

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 award a contract to Astra Software Corporation.
2. This contract is awarded without public bidding in accordance with N.J.S.A. 40A:11-5 (1) (dd) of the Local Public Contracts Law.
3. This contract is awarded pursuant to the statutory provisions of N.J.S.A. 19:44a-20.4 et seq (the "Pay to Play" law).
4. A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City within ten (10) days of passage of this resolution.

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

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

Department of Fire & Emergency Services
Acct. No. 2013-01-201-25-265-312 P.O. # 110242 \$17,800.00

APPROVED: Jerome Cala
Jerome Cala, Deputy Director
Fire & Emergency Services

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 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

DETERMINATION OF VALUE CERTIFICATION

Armando Roman, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Fire and Emergency Services and have knowledge of the goods and services that the Department of Fire and Emergency Service's needs.
2. The Department of Fire and Emergency Services requires Annual support and enhancement for the Fire Departments Computed Aided Dispatch ("CAD") System .
3. The City has determined that a contract for maintenance of the city's CAD System comprised of proprietary telecommunications hardware and software systems, should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **Astra Software Corporation** can provide the maintenance of the City's "CAD" system comprised of proprietary telecommunications hardware and software systems, and has submitted a proposal indicating that it will provide the services for the sum of \$17,800 for one year.
5. The Department of Fire and Emergency Services' recommendation is to award the contract to **Astra Software Corporation**.
6. The term of the contract is one year effective as of June 1, 2013.
7. The estimated amount of the contract exceeds \$17,500.00 (\$17,800).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 8/5/13



Jerome Cala, Deputy Director
Department of Fire and Emergency Services

ORDINANCE/RESOLUTION FACT SHEET

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

1. **Full title of Ordinance/Resolution/ Cooperation Agreement:**
RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE FIRE DEPARTMENT COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)
2. **Name and Title of Person Initiating Ordinance/Resolution:**
Jerome Cala, Director, Department of Fire and Emergency Services
3. **Concise description of the program, project or plan proposed in the Ordinance/Resolution:**
Provision of constant and reliable communication for the Department of Fire and Emergency Services.
4. **Reasons for the proposed program, project, etc.:**
There exists a need for emergency communication for the health, safety and well being of the the citizens of Jersey City.
5. **Anticipated benefits to the community:**
Easy, reliable communication between city constituents and first responders in the Jersey City Fire Department and the Office of Emergency Management and it is critical for mission stability, responder and public safety.
6. **Cost of proposed program project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**
\$17,800, JCFD operating account.
7. **Date proposed program or project will commence:**
06/01/2013
8. **Anticipated completion date:**
05/31/2014
9. **Person responsible for coordinating proposed program/project:**
Jerome Cala, Director, Department of Fire and Emergency Services.

I certify that all the facts presented herein are accurate.

Jerome Cala
Jerome Cala, Deputy Director
Department of Fire and Emergency Services

Date: 8/5/13

ASTRA Software Corporation

18127 W. Catawba Ave, Cornelius, NC 28031

704-896-3505

Invoice

Jersey City Fire Department.
465 Marin Blvd.
Jersey City, NJ 07302

Invoice No.	Invoice Date	P.O. Number	Req. No.
1304163	April 16, 2013		
Quantity	Description	Price	
1	Emergency Plus Annual Support & Enhancement Subscription - 6/1/13 to 5/31/14	\$17,800.00	
Terms	Sales Tax	Shipping	Total
30 days	0.00%		\$17,800.00

Please make your check payable to ASTRA Software Corporation.
Thank you for your business!

he undersigned vendor certifies on their company's receipt, knowledge and commitment
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)

he 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 WELT / PRESIDENT

Representative's Signature: Mark Welt

Name of Company: ASTRA SOFTWARE CORP

Phone No.: 704-896-3505 Date: 6/14/13

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$15000 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO REPORT FOR SECTION B ITEMS 11. For instructions on completing the form, go to <http://www.state.nj.gov/divisionofpurchaseandproperty/eo/contract-compliance/eo/aa302.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: _____ 2. TYPE OF BUSINESS: 1. A/RP 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER _____ 3. TOTAL NO. EMPLOYEES IN THIS ENTIRE COMPANY: 6

4. COMPANY NAME: ASTRA SOFTWARE CORP

5. STREET: 18127 W. CATAWBA AVE COUNTY: CORNELIUS STATE: NC ZIP CODE: 28031

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): _____ CITY: _____ STATE: _____ ZIP CODE: _____

7. CHECK ONE IN THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ: _____

9. TOTAL NUMBER OF EMPLOYERS AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: _____

10. PUBLIC AGENCY AWARDED CONTRACT: _____ CITY: _____ COUNTY: HUDSON STATE: NJ ZIP CODE: 07030

Official Use Only: _____ DATE RECEIVED: _____ NAME 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 SUM!!** **MINORITY REPORT**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	COL. 1 TOTAL (Col. 2, 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE							
				BLACK	HISPANIC	ASIAN	INDIAN	NON MIN	BLACK	HISPANIC	ASIAN	INDIAN	NON MIN			
Officials/Managers																
Professionals	5	2	3													
Technicians																
Sales Workers																
Office & Clerical	1		1													
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)																
Service Workers																
TOTAL	6	2	4													
Total employment from previous report (if any)																
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above															

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED:
 1. Visual Survey 2. Employment Record 3. Other (Specify): _____

13. DATES OF PAYROLL PERIOD USED: From 6/1/12 To 5/31/13

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: NO. DAY YEAR: 6 12

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): MARK WELT SIGNATURE: Mark Welt TITLE: President DATE: 6 14 13

17. ADDRESS NO. & STREET: 18127 W. Catawba Ave CITY: Cornelius COUNTY: NC STATE: NC ZIP CODE: 28031 PHONE (AREA CODE NO. EXTENSION): 704-893-3505

X106

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

DATES OF PAYROLL PERIOD USED: FROM 6/1/12 TO 5/31/13

CERTIFICATE NO. _____
 NAME OF FACILITY: _____

ASTRA SOFTWARE CORP
 Street City County State Zip Code

18127 W. CATAWBA AVE, CORNELIUS, N.C. 28031

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1						1					
PROFESSIONALS	1						2					2
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	2						3					3

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type): _____ SIGNATURE: _____ DATE SUBMITTED: _____

LAST FIRST MI
 WELT MARK S
 ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)
 18127 W. Catawba Ave, Cornelius, NC 28031 704-896-3505 X106

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 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 WELT / President
Representative's Signature: Mark Welt
Name of Company: ASTRA SOFTWARE CORP
No.: 704-896-3505 x106 Date: 6/14/13

Questionnaire for Bidders

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

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

usiness Name : ASTRA SOFTWARE CORP

dress : 18127 W. CATAWBA AVE, CORNELIUS, NC 28031

ephone No. : 704-896-3505 X106

ntact Name : MARK WELT

ase 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

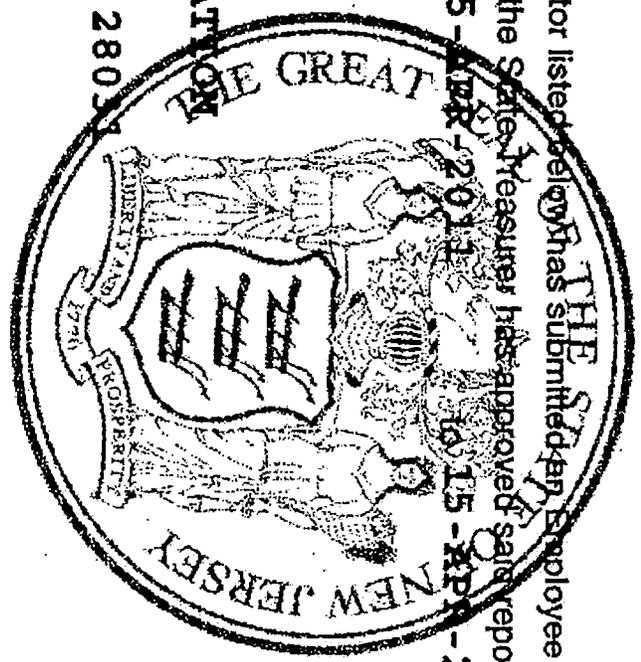
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% which is owned and controlled by a woman or women.

Certification 46577

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 - APR - 2011 to 15 - APR - 2018

ASTRA SOFTWARE CORPORATION
18127 W. CATARBA AVE.
CORNELIUS NC 28031



A handwritten signature in black ink, appearing to be 'Andrew P. Sidamon-Eristoff'.

Andrew P. Sidamon-Eristoff
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ASTRA SOFTWARE CORP
Trade Name:
Address: 18127 W CATAWBA AVE
CORNELIUS, NC 28031
Certificate Number: 1264653
Date of Issuance: September 14, 2006

For Office Use Only:
20060914161400562

**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 ASTRA SOFTWARE (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: ASTRA SOFTWARE

Signed: Mark Welt Title: PRESIDENT

Print Name: MARK WELT Date: 6/14/13

Subscribed and sworn before me
this 14 day of June, 2013.
My Commission expires:

Teresa L. Grear
(Affiant)
Teresa L. Grear Notary
(Print name & title of affiant) (Corporate Seal)

TERESA L. GREAR
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires July 17, 2016

**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.

**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 your 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 approval of the contract by the governing body) to any of the following named candidates 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).

Contribution Fund for Steven Fulop (2013)	Councilperson Frank Gajewald
Steven Fulop	Councilperson Khemraj "Chico" Ramohal
Steven Fulop Runoff	Councilperson Richard Boggiano
Mayor for Council	Councilperson Michael Ynn
Councilperson Joyce B. 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
USA WELT	18427 PENINSULA COVE LN CORNELIUS, NC 28031

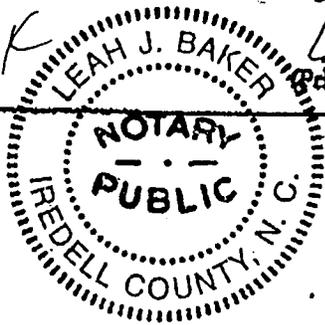
Part III - Signature and Attestation:

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

Name of Business Entity: ASTRIA SOFTWARE CORP
 Name: Mark Well Title: President
 Date: 8/28/13

Subscribed and sworn before me this 6th day of August, 2013

 (Affiant)
 LEAH J. BAKER NOTARY
 Print name & title of affiant (Corporate Seal)



My Commission expires: 2/3/14

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

City Clerk File No. RES. 13.582

Agenda No. 10.Z.3

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY TO ENTER ONTO CITY OF JERSEY PROPERTY DESIGNATED ON THE TAX MAP AS BLOCK 28201, LOTS 10, 12-16 AND ALSO KNOWN AS RALPH TAYLOR MEMORIAL PARK

COUNCIL
Resolution:

moved adoption of the following

WHEREAS, the City of Jersey City (City) is the owner of property designated on the City's Tax Map as Block 28101, Lots 10, 12-16 and also known as Ralph Taylor Memorial Park (Property); and

WHEREAS, the New Jersey Schools Development Authority (NJSDA) is undertaking the construction of a school facility project for the benefit of the School District of the City of Jersey City known as Public School No. 20 (Project) to be located near the intersection of Ocean and Cator Avenues; and

WHEREAS, NJSDA desires to use the City's Property as a staging and access area in connection with the construction of its Project; and

WHEREAS, the Property is currently underutilized, unfunded parkland listed on the City's Recreational Open Space Inventory; and

WHEREAS, in exchange for permitting the NJSDA to use the City's Property, NJSDA will install a new grass surface in Ralph Taylor Memorial Park after the NJSDA completes its Project; and

WHEREAS, the new grass surface will serve the needs of children attending the new Public School No. 20 as well as better serve the recreational needs of the City's citizens; and

WHEREAS, the NJSDA requests the City's permission to enter the Property for these purposes; and

WHEREAS, the NJSDA agrees to execute the License Agreement attached hereto.

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

1. The NJSDA, its contractors and agents are authorized to enter onto the Property for the purposes of performing the activities described in the License Agreement attached hereto;
2. The term of the License Agreement shall commence on the date that NJSDA needs possession of the Property and shall remain in effect until such time as the Project is completed which will be the date that a final Certificate of Occupancy is issued by the New Jersey Department of Community Affairs; and

City Clerk File No. RES. 13.582

Agenda No. 10.2.3. AUG 28 2013

TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY TO ENTER ONTO CITY OF JERSEY PROPERTY DESIGNATED ON THE TAX MAP AS BLOCK 28201, LOTS 10, 12-16 AND ALSO KNOWN AS RALPH TAYLOR MEMORIAL PARK

- 3. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto.

RR/cw
07-17-13

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 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	✓			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

LICENSE AGREEMENT

LICENSE AGREEMENT made this _____ day of August, 2013, between THE CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey (hereinafter referred to as "City") and the NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY, (hereinafter referred to as "NJSDA"), having its principal office at 1 West State Street, P.O. Box 991, Trenton, NJ 08625.

WHEREAS, NJSDA is an independent Authority of the State of New Jersey created by P.L. 2007, c.137 (C.18:7G-47 et al.), (the "Act") and charged with the task of constructing public school facilities ("School Facilities Projects") in New Jersey school districts designated as SDA Districts; and

WHEREAS, the NJSDA is undertaking the construction of the School Facility Project for the benefit of the school district of the City of Jersey City known as PS #20 to be located at the intersection of Ocean and Cator Avenues, Jersey City, New Jersey (such project is hereinafter called the "Project"; such site is hereinafter called the "Project Site"; and the work to be performed to construct the Project, including the installation of a grass surface on the "Premises", as such term is defined below, is hereinafter called the "Project Work"); and

WHEREAS, the City is the owner of certain property located in the City of Jersey City, County of Hudson, State of New Jersey, lying adjacent to the Project Site (hereinafter called the "Premises"), known and designated on the official Tax Map of the City of Jersey City as Block 28201, Lots 10, 12-16 (formerly known as Tax Block 1360.75 Lots A.1 and A.3-A.7) and also identified as Ralph Taylor Memorial Park. The Premises is shown shaded on the map attached hereto as Exhibit A; and

WHEREAS, the Premises is underutilized, unfunded parkland listed on the City's Recreational Open Space Inventory maintained by the City under the New Jersey Department of Environmental Protection Green Acres program ("Green Acres") which, upon completion of the Project, will be improved with a new grass surface to serve the needs of the children attending the Project as well as to better serve the recreational needs of the City.

WHEREAS, for purposes of performing the Project Work NJSDA requires permission from the City to enter upon and use the Premises and the City has consented to provide NJSDA the temporary right to enter upon and use the Premises, for the purposes set forth herein, in accordance with and subject to the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of ONE (\$1.00) DOLLAR good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the

mutual covenants, agreements, terms provisions and conditions herein contained, the parties hereto do hereby agree as follows:

1. Subject to and in accordance with the terms and conditions set forth in this License Agreement the City hereby grants to NJSDA, its representatives, employees, general contractors and subcontractors the unrestricted right to enter on, occupy and use the Premises as and for a staging and access area related to the construction of the Project and the performance of the Project Work, including, without limitation, as and for a lay-down area for construction materials, the storage of construction machinery and equipment to be used in connection with the performance of the Project Work, and the placement and set up of trailers to be used as temporary construction offices for NJSDA, its contractors and subcontractors.

2. NJSDA shall give notice to the City of the date that NJSDA requires possession of the Premises, which notice shall be given not less than ten (10) days prior to the date specified therein for the commencement of the term hereof. Such date upon which the license granted to NJSDA hereunder shall commence is hereinafter called the "License Commencement Date". This License shall remain in effect until such time as the Project Work is completed (the "License Termination Date"). The Project Work shall be deemed completed on the date that a final Certificate of Occupancy is issued by the NJ Department of Community Affairs with respect to the Project, which NJSDA reasonably anticipates will occur approximately three (3) years after the License Commencement Date.

3. NJSDA will install fencing as necessary to separate the Premises from adjacent property not comprising a portion of the Project Site and shall take steps or cause steps to be taken so as to reasonably minimize risk to the general public and to surrounding owners arising out of NJSDA's use of the Premises as a construction staging area.

4. During the period that this License Agreement is in effect NJSDA and its contractor(s) shall have exclusive use of the Premises to the effect that the City shall prohibit its employees, agents, servants, contractors, invitees, licensees and tenants from entering the Premises during the term of this License. NJSDA shall have the right to erect such temporary barriers or signs as necessary to prevent access to the Premises and the Project Site during the performance of the Project Work, provided NJSDA shall provide prior notice to the City with respect to the erection of any such barriers or signs.

5. NJSDA shall arrange for and pay directly, all lighting, grounds keeping and other maintenance charges for the Premises, security for the protection of the Premises and stand-by fire protection charges, if any. NJSDA shall also pay directly to the public or private utility, when due, all charges for heat, electricity, gas, water, sewer and other public and private utilities and services temporarily furnished to the Premises during the term of this Agreement, if any. Notwithstanding the foregoing, the parties acknowledge as of the date of this Agreement, NJSDA anticipates that the consumption of utilities at the Premises will be limited to: telephone service, electric service, and temporary water and sewer lines.

6. The City hereby acknowledges that a portion of the Project Work includes the installation of a grass recreational surface (the "Park Improvements") on the Premises and agrees

that the same constitutes a benefit to the City to the effect that such improvement serves as adequate compensation for the use of the Premises granted hereunder and that no additional cash compensation is required. NJSDA agrees to submit all plans, drawings, and specifications for Park Improvements to the City's Chief Architect for review and comment. NJSDA agrees that it shall accommodate the City's requested modifications thereto as NJSDA shall deem practicable. Except for the Park Improvements, NJSDA shall surrender the Premises to the City on the License Termination Date in the general condition existing on the License Commencement Date and shall cause to be repaired all damage to the Premises resulting from the access granted hereby.

7. NJSDA shall be responsible, at its sole cost and expense, for obtaining any permits required by any regulatory agency with jurisdiction over the NJSDA or the City in connection with NJSDA's use of the Premises. The City agrees that it will cooperate with NJSDA in obtaining any required permit by signing application documentation, as necessary. The permission to use the Premises is not intended to grant permission to use property not under the jurisdiction of the City, nor is it intended to relieve NJSDA from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

8. The City agrees that nothing in this License shall make the NJSDA or its employees or agents liable to pay any damages or costs for which it and/or they have no liability under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. The City agrees to be bound by the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

9. In the event of any damage to the Premises arising out of the use granted hereunder, NJSDA shall cause its contractors to repair the same promptly at no cost to the City.

10. (a) Neither NJSDA or its contractors shall cause or permit the presence, use, generation, release, discharge, storage, disposal, or transportation of any substances, materials and wastes that are or become regulated as hazardous or toxic substances under any applicable local, state, or federal law, regulation or order and shall, to the extent practicable, prevent, or cause to be prevented, the discharge of hazardous substances to the ground surface at the Premises. NJSDA shall cause its contractors and materialmen to remove any hazardous or toxic substances found in, on or about the Premises, which were placed or released thereon by such contractors, licensees, materialmen or invitees. Notwithstanding the provisions of the preceding sentence, NJSDA acknowledges that the Premises is intended to be used by NJSDA for the storage and/or operation of certain construction materials, equipment and machinery in accordance with the use provisions of Paragraph 1 hereof, and that in connection with such use, there may be stored on the Premises a limited quantity of certain substances that are considered to be hazardous materials and/or substances under applicable classifications ("Classified Substances") as set by the New Jersey Department of Environmental Protection ("NJDEP"). Any such Classified Substances as are located at the Premises are and shall be handled and stored by NJSDA's contractors and materialmen in accordance with NJDEP guidelines and regulations.

(b) NJSDA shall not be liable for the costs of remediating any pre-existing environmental condition(s) which exist or are found on the Premises during NJSDA's use of the

Premises as a construction staging area as contemplated hereunder or at the time of the performance of that portion of the Project Work to be performed on the Premises (i.e. the installation of a grass recreational surface). In the event that adverse environmental conditions are discovered during the performance of such Project Work at the Premises, the City will be notified immediately by the NJSDA or its contractor.

11. NJSDA's use of the premises shall be in accordance with all applicable federal, State, County, and City laws and regulations having jurisdiction, provided however, that in no event shall anything in this Paragraph 11 operate to make NJSDA responsible for compliance with any laws, ordinances, or regulations that do not apply to the conduct of NJSDA.

12. During the term of this License Agreement, NJSDA, at its sole cost and expense, shall cause its contractor(s) and/or its subcontractor(s) to procure and maintain the following insurance coverages, from insurers authorized to do business in New Jersey having an A.M. BEST rating of "A- VII" or better (a) Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The City and NJSDA shall be included as an insured under such insurance policy; and (b) Worker's Compensation coverage, which such policy must comply with the legal requirements of the State of New Jersey, shall be for limits that are not less than the New Jersey statutory limits, and shall provide coverage for all employees of the contractor. All certificates of insurance must be approved by the City of Jersey City Risk Manager

13. Except as otherwise set forth in Paragraph 8 hereof, NJSDA, at its sole cost and expense, will surrender the Premises on the License Termination Date in substantially the same condition which existed on the License Commencement Date and will restore any portion of the Premises that may have been damaged as a result of NJSDA's use of the Premises for the purposes permitted hereunder. NJSDA agrees to cause its contractors performing the Project Work to remove all equipment and materials stored on the Premises on or before the License Termination Date. In the event any materials and/or equipment of NJSDA's contractors is not removed from the Premises within fifteen (15) days after the NJSDA's demand, NJSDA agrees to look to contractual remedies available to NJSDA against such contractors to enforce such removal.

14. NJSDA shall not assign this License or otherwise permit the use or occupancy of the Premises by anyone other than NJSDA, its employees or contractors. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest.

15. The entire agreement between the City and NJSDA is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith. The parties who executed this agreement acknowledge that they have full power and authority to act on behalf of the respective parties.

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

The City: Ann Marie Miller, Manager
Office of Real Estate
City Hall
280 Grove Street
Jersey City, N.J. 07302
Telephone No. (201) 547-5234

Licensee: Corrado Minervini, Program Director
New Jersey Schools Development Authority
1 West State Street
P.O. Box 991
Trenton, NJ 08625

17. The City shall not be responsible for any loss or theft sustained by NJSDA or its employees, agents, contractors and/or sub-contractors during its use of the Premises.

18. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of NJSDA and, if applicable, to their respective successors and/or assigns.

19. This License conveys to NJSDA a license to use and occupy the Premises only. No landlord/tenant relationship and no tenancy, leasehold or estate rights on the part of NJSDA in the Premises shall at any time be construed to arise, exist or to have been created by virtue of the execution of this Agreement.

20. Neither this Agreement nor any memorandum hereof shall be recorded by either party hereto.

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

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

AGREED to this _____ day of _____, 2013

NEW JERSEY SCHOOLS
DEVELOPMENT AUTHORITY

CITY OF JERSEY CITY

By: _____
Corrado Minervini, Program Director

By: _____
John Kelly, Business Administrator

Attest: _____

Attest: _____
Robert Byrne, City Clerk

RR
7-19-13
License Agreement
2013-03-04

Jersey City Law Department Memorandum

To: City Council Members

From: Raymond Reddington, Supervisory Assistant Corporation Counsel *R.R.*

Subject: **License Agreement with the New Jersey Schools Development Authority to enter onto City property known as Ralph Taylor Memorial Park in connection with the construction of the new Public School No. 20**

Date: August 19, 2013

The City of Jersey City (City) is the owner of property known as Block 28201, Lots 10, 12-16 also known as Ralph Taylor Memorial Park (Property). The Property is currently under utilized; unfunded park land listed on the City's Recreational Open Space Inventory. The New Jersey Schools Development Authority (NJSDA) is undertaking the construction of a school facility project for the benefit of the School District of Jersey City known as Public School No. 20 (Project). The NJSDA desires to use the City's Property as a staging and access area for its Project. It is expected that the Project will be completed in approximately three (3) years.

In exchange for permitting the NJSDA to use the City's Property, NJSDA will install a new grass surface in the Ralph Taylor Memorial Park after the Project is completed. The new grass surface will serve the needs of the children attending Public School 20 as well as the recreational needs of the community. The license agreement does not include an indemnification provision because the NJSDA maintains that it does not have legal authority to indemnify the City. However, NJSDA's contractor will have a general liability insurance policy in the amount of two million dollars, and the City will be named as an additional insured.

RR/cw

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

City Clerk File No. RES. 13,583
 Agenda No. 10.2,4
 Approved: AUG 28 2013
 TITLE: _____



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY AND THE NEW JERSEY INSTITUTE OF TECHNOLOGY WHICH WILL ENABLE JERSEY CITY TO RECEIVE FUNDING FOR FUTURE TASK ORDERS

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

WHEREAS, each year, the North Jersey Transportation Planning Authority (NJTPA) develops a Unified Planning Work Program that includes the Subregional Transportation Planning (STP) Program; and

WHEREAS, the Jersey City Division of City Planning is the designated Subregional Transportation Planning agency for the City of Jersey City; and

WHEREAS, the NJTPA has approved \$71,976.25 for implementation of Fiscal Year 2014 STP Program; and

WHEREAS, of the funding available as of July 1, 2013, the Federal Highway Authority (FHWA) contributes \$43,185.75, the Federal Transit Administration (FTA) contributes \$14,395.25 and the local match is \$14,395.25;

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

1. The City of Jersey City is hereby authorized to enter into a Basic Agreement with the North Jersey Transportation Planning Authority and New Jersey Institute of Technology; and
2. The Mayor and/or Business Administrator are authorized to accept this Basic Agreement and to take such other steps as may be necessary to effectuate the purpose of this resolution.

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 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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 FACT SHEET

1. Full Title of Resolution:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT WITH THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY AND THE NEW JERSEY INSTITUTE OF TECHNOLOGY WHICH WILL ENABLE JERSEY CITY TO RECEIVE FUNDING FOR FUTURE TASK ORDERS

2. Name and Title of Person Initiating the Resolution, etc.:

Naomi Hsu, AICP, PP, Senior Planner Transportation, Division of City Planning

3. Concise Description of the Plan Proposed in the Resolution:

Accepts grant funds from NJTPA to pay for transportation planning efforts.

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

The Subregional Transportation Planning program funds transportation planning efforts at the local level that supports the NJTPA's long-range plan, which guides transportation investment in the region.

5. Anticipated Benefits to the Community:

Transportation improvements are needed throughout the City. The transportation planner participates in the planning efforts for the City's and region's multi-modal transportation network, assists with the management of transportation studies, and works closely with staff at the NJTPA and other transportation agencies, as needed, in a manner that is consistent with the Circulation Element of the City's Master Plan.

6. Cost of Proposed Plan, etc.:

\$14,395.25. This amount is the 20% local match, which is satisfied by the cost of the transportation planner's fringe benefits.

7. Date Proposed Plan will commence:

July 1, 2013

8. Anticipated Completion Date:

June 30, 2014

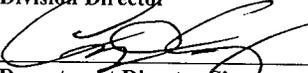
9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, FAICP, PP, Director, Division of City Planning 547-5010
Naomi Hsu, AICP, PP, Senior Planner Transportation, Division of City Planning 547-5010

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.



Division Director


Department Director Signature

Aug 20, 2013
Date
8/20/13
Date

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

City Clerk File No. RES. 13.584
 Agenda No. 10.2.5
 Approved: AUG 28 2013



TITLE:
RESOLUTION AUTHORIZING A BAILMENT AGREEMENT WITH GUARANTEE WINE STORAGE, INC., DOING BUSINESS AS MANA CONTEMPORARY TO TRANSPORT, STORE AND PRESERVE THE DESK OF FORMER MAYOR FRANK HAGUE FOR NO CONSIDERATION FOR UP TO ONE (1) YEAR

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the desk of former Mayor Frank Hague [Desk], photos of which are attached hereto as Exhibit A, p.1-3, has been used in City Hall by various public officials until June 30, 2013; and

WHEREAS, while the Desk is an artifact from an ignoble past, it is also a critical symbol of the City's history and should be preserved until the City of Jersey City can determine an appropriate final destination for public display; and

WHEREAS, Guarantee Wine Storage, Inc., d/b/a Mana Contemporary has agreed to transport the Desk, and store it at 888 Newark Avenue, to preserve it in a climate controlled area, pending its restoration and a determination regarding its final destination; and

WHEREAS, Mana Contemporary has generously agreed to perform these services for up to one (1) year, at no cost to the City; and

WHEREAS, three (3) months prior to the expiration of this agreement, a new agreement must be submitted to the Council for approval by resolution.

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 (a) release the desk of former Mayor Frank Hague to Guarantee Wine Storage, Inc., d/b/a Mana Contemporary; (b) execute a bailment agreement so that the Desk will be stored in a climate controlled area for up to 12 months at no cost to the City; and (c) undertake any other actions appropriate or necessary in furtherance of the purposes of this bailment agreement or this resolution.
2. Three (3) months prior to the expiration of this agreement, a new agreement must be submitted to the Council for approval by resolution.
3. The Mayor or Business Administrator is authorized to execute the form of bailment agreement attached hereto, subject to such modification as the Business Administrator or Corporation Counsel deem appropriate or necessary.

JM/he
7-16-13

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0
8.28.13

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

BAILMENT AGREEMENT

This agreement of bailment is made on _____, 2013, between the City of Jersey City, [bailor or City], and Guarantee Wine Storage, Inc., d/b/a Mana Contemporary, [bailee or Mana Contemporary].

Bailee agrees to hold for safekeeping the following described property of bailor:

<u>Property</u>	<u>Value</u>	<u>Condition</u>
Frank Hague Desk [Desk]		see attached photos Exhibit A (p 1-3)

Section I. Term of Bailment

This bailment will begin on or about September 1, 2013, and will terminate twelve (12) months thereafter. Bailor may demand redelivery of the property at any time prior to the termination date by giving bailee ten (10) days' written notice, in which event this agreement will terminate when the Property has been redelivered to bailor.

Section II. Compensation of Bailee

Bailor will pay to bailee \$1.00 per year.

Section III. Delivery and Acceptance

Bailee will safely transport the Desk from 280 Grove Street to 888 Newark Avenue, Jersey City, New Jersey. Bailee will assume all delivery costs. Acceptance by bailee of the Desk will constitute acknowledgment that the property was received in good order and repair, with assumption of any latent or apparent defects. Photographs of the desk used by former Mayor Frank Hague, are attached hereto as Exhibit A, pgs 1-3.

Section IV. Safekeeping and Maintenance

Bailee will exercise due care for the safekeeping and maintenance of the Desk in a climate controlled area so that it will not be injured. Bailee only assumes liability for any loss or damage arising from its intentional acts or gross negligence. The City will hold bailee harmless from any damages arising from ordinary negligence or damage due to ordinary wear and tear or the inherent nature of the bailed Desk.

Section V. Storage of / access to Bailed Property

The Desk will be stored at 888 Newark Avenue, Jersey City, New Jersey, during the term of this bailment, and will not be removed from that location without the City's prior written consent. The bailee shall allow the City or its designated agents reasonable access to the Desk in order to undertake refurbishment and repair of the Desk during the term of this bailment, subject to the submission to the bailee of proof of worker's compensation and general liability insurance.

Section VI. Damage or Loss; Insurance

At the City's option, the City shall insure or self-insure the Desk against loss or damage by fire, theft, and bailee will procure and maintain such insurance during the term of this bailment.

Section VII. Redelivery of Bailed Property

On termination of this bailment, bailee will release and redeliver the Desk to the City of Jersey City at the City's expense, as the City directs.

Section VIII. Repossession on Termination of Bailment

On termination of this bailment in any manner, bailor are authorized to enter on the premises of bailee and to remove and take possession of the Desk. Bailor may inspect the Desk before taking possession or accepting delivery, and if the inspection establishes that any part of the Desk is not in the condition required above, bailee will do all things necessary to place it in such condition.

Section IX. Title

Title to the Desk is, and will at all times remain in bailor. The Desk will not be transferred or delivered to any person or place other than bailor without prior written consent of bailor; neither will this agreement nor the bailment created here be assigned by bailee, either by his or her own act or by operation of law.

Section X. Notices

Any notice to be given under this agreement will be sent by certified and regular mail, and will be deemed to be given when mailed to the party to be notified at the address stated above, or at any other address the party to be notified will have directed to the other party, in writing.

Section XI. Entire Agreement

This agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth here. The parties understand and agree that no modification of this bailment contract will be binding unless such modification is in writing, duly accepted and executed by both parties.

CITY OF JERSEY CITY

**GUARANTEE WINE STORAGE, INC.,
d/b/a MANA CONTEMPORARY**

**JOHN KELLY
BUSINESS ADMINISTRATOR**

**EUGENE LEMAY
PRESIDENT**

Date:

Date:

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

City Clerk File No. RES. 13.585

Agenda No. 10.2.6

Approved: _____

TITLE:



RESOLUTION RESCINDING RESOLUTION 13-423 WHICH AUTHORIZED A LICENSE AGREEMENT BETWEEN THE CITY OF UNION CITY AND THE CITY OF JERSEY CITY FOR NON-EXCLUSIVE USE OF JERSEY CITY'S OUTDOOR FIREARMS RANGE AT THE PSE&G HUDSON GENERATING STATION

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, by the adoption of Resolution 13-423 on June 19, 2013, the Municipal Council approved a one (1) year license agreement, with up to four (4) additional automatic renewals, with the City of Union City to enable its Police to receive firearms training; and

WHEREAS, Jersey City agreed to allow Union City to use the Facility for \$7,500 a year, subject to the terms and conditions set forth in the License Agreement, which was forwarded for execution by cover letter of July 3, 2013; and

WHEREAS, City of Union City has failed to execute and return the agreements despite three (3) written requests to do so; and

WHEREAS, for the foregoing reasons, the City of Jersey City desires to cancel the agreement.

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

1. The Resolution authorizing a License Agreement between the City of Jersey City and the City of Union City is hereby rescinded.

JM/he
8/19/13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Admini

oration Counsel

WITHDRAWN

APPROVED

8.28.13

	RECO		
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

	AYE	NAY	N.V.
ILPERSON			
A			
ERMAN			
RO, PRES			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipi

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

City Clerk File No. RES. 13.586

Agenda No. 10. Z. 7

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT, RELEASE AND WAIVER WITH PUBLIC SERVICE ELECTRIC AND GAS COMPANY IN CONNECTION WITH THREE CONTRACTS AWARDED BY THE CITY OF JERSEY CITY TO PSE&G CONTRACT NOS. L-27158, L-27181, AND L-80796

COUNCIL

Resolution:

moved adoption of the following

WHEREAS, Resolution 05-095, approved on February 9, 2005, awarded Contract L-27158 in the amount of \$177,268.17 to Public Service Electric and Gas Company (PSE&G) to relocate PSE&G's facilities in connection with the City of Jersey City's (City) reconstruction of Washington Street from Christopher Columbus Drive to First Street; and

WHEREAS, Resolution 05-275, approved on April 13, 2005, awarded Contract L-27181 in the amount of \$234,971.00 to PSE&G to relocate PSE&G's facilities in connection with the City's reconstruction of Greene Street from Essex Street to Christopher Columbus Drive; and

WHEREAS, Resolution 06-011, approved on January 11, 2006, awarded Contract L-80796 in the amount of \$188,757.00 to PSE&G for its facility modifications in connection with the City's Waterfront Access Corridor Project; and

WHEREAS, PSE&G claimed that the City had the responsibility to reimburse PSE&G for all costs associated with PSE&G's relocation work performed in connection with the City's three construction projects; and

WHEREAS, PSE&G submitted a change order to the City requesting an additional \$222,417.00 in connection with its relocation work; and

WHEREAS, the City's maintains that it is not responsible for payment of all of the costs associated with PSE&G's relocation work; and

WHEREAS, the City offered to approve a change order in the amount of \$100,000.00 for PSE&G's relocation work; and

City Clerk File No. RES. 13-586

Agenda No. 10.2.7 AUG 28 2013

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT, RELEASE AND WAIVER WITH PUBLIC SERVICE ELECTRIC AND GAS COMPANY IN CONNECTION WITH THREE CONTRACTS AWARDED BY THE CITY OF JERSEY CITY TO PSE&G CONTRACT NOS. L-27158, L-27181, AND L-80796

WHEREAS, PSE&G proposed that instead of the City paying this amount to PSE&G that the City waive PSE&G's permit fees for its construction work in the City until the amount of the waived permit fees equals \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the Settlement Agreement, Release and Waiver with Public Service Electric and Gas Company that is attached hereto.

RR/cw
07-17-13

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 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	✓			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: City Council Members

From: Raymond Reddington, Supervisory Assistant Corporation Counsel *R. R.*

Subject: **Resolution authorizing the execution of a Settlement Agreement, Release and Waiver with Public Service and Gas Company (PSE&G) in connection with three (3) contracts awarded by the City of Jersey City to PSE&G Contract Nos.: L-27158, L-27181, and L-80796**

Date: August 20, 2013

Resolution 05-095, approved on February 9, 2005, awarded contract L-27158 in the amount of \$177,268.17 to Public Service Electric and Gas Company (PSE&G) to relocate PSE&G's facilities in connection with the City of Jersey City's (City) reconstruction of Washington Street from Christopher Columbus Drive to First Street. Resolution 05-275, approved on April 13, 2005, awarded Contract L-27181 in the amount of \$234,971.00 to PSE&G to relocate PSE&G's facilities in connection with the City's reconstruction of Greene Street from Essex Street to Christopher Columbus Drive. Resolution 06-011, approved on January 11, 2006, awarded contract L-80796 in the amount of \$180,757.00 to PSE&G for its facility modification in connection with the City's Waterfront Access Corridor Project.

For each of these contracts, PSE&G made modifications to or relocated its facilities because of the City's construction projects involving the public rights of way. PSE&G claimed that the City had the responsibility to reimburse PSE&G for all of its costs associated with the relocation work. It submitted a change order claim to the City requesting an additional \$227,417.00. The City maintained that it was only responsible for paying a portion of the costs associated with the relocation work.

The City hired an engineering firm, Birdsall Services Group, in 2012 to analyze the change order claim. Based on its analysis, the City offered to pay PSE&G a change order in the amount of \$100,000.00. PSE&G accepted the City's offer. Instead of issuing a check in this amount to PSE&G, the City will waive PSE&G's construction permit fees for its construction work in Jersey City until the amount of the waived permit fees equals \$100,000.00.

RR/cw

SETTLEMENT AGREEMENT, RELEASE AND WAIVER

This **SETTLEMENT AGREEMENT, RELEASE AND WAIVER** (the "Release") is made as of this ___ day of August 2013 (the "Effective Date") by and between **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a public utility corporation of the State of New Jersey ("PSE&G") with its principal address located at 80 Park Plaza, Newark, New Jersey, 07102 and **CITY OF JERSEY CITY**, a municipal corporation with an address of City Hall, 280 Grove Street, Jersey City, New Jersey 07302 ("Jersey City"), (hereinafter referred to collectively as "Parties").

WITNESSETH:

WHEREAS, PSE&G is a public utility corporation of the State of New Jersey and its principal business is the distribution and transmission of electric and gas service to residents of the State of New Jersey; and

WHEREAS, Jersey City is a municipality located in the County of Hudson, State of New Jersey; and

WHEREAS, Jersey City Resolution 05-095 approved on February 9, 2005 awarded contract L-27158 to PSE&G to relocate PSE&G's facilities in connection with the City's reconstruction of Washington Street from Christopher Columbus Drive to First Street. Jersey City Resolution 05-275 approved on April 13, 2005 approved on April 13, 2005 awarded contract L-27181 to PSE&G to relocate PSE&G's facilities in connection with the City's reconstruction of Greene Street from Essex Street to Christopher Columbus Drive. Jersey City Resolution 06-011 approved on January 11, 2006 awarded contract L-80796 to PSE&G for its facility modifications in connection with the City's Waterfront Access Corridor Project (the "Relocation Work"); and

WHEREAS, PSE&G alleges that Jersey City has a responsibility to and agreed to reimburse PSE&G for all the costs associated with the Relocation Work; and

WHEREAS, Jersey City claims that it is not responsible for all of the alleged costs associated with the Relocation Work; and

WHEREAS, the Parties wish to resolve and settle all claims by PSE&G.

NOW, THEREFORE, in consideration of the promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto execute and deliver this Release and Waiver on the terms and conditions set forth herein.

1. Definition of Claims. For the purpose of this Agreement, the term “Claim” or “Claims” refers to any and all claims, causes of action, rights, demands, suits, losses, damages, liabilities, judgments, costs, and expenses which were or could have been raised in connection with the Relocation Work.

2. Release. PSE&G and Jersey City hereby release, waive and give up any and all Claims that relate to the Relocation Work. This Release is binding on both Parties, and any person or entity that succeeds to their rights and responsibilities, such as their successors and assigns. This Release is made for the benefit of both Parties, and all who succeed to their rights and responsibilities, including but not limited to their successors and assigns.

3. Consideration. As consideration for this Release, Jersey City agrees to reduce the street opening permit fees of PSE&G’s Palisades Electric Division by an aggregated sum of one hundred thousand dollars (\$100,000.00). As an example, the City agrees to waive all street opening fees requested by PSE&G’s Palisades Electric Division up to an amount of \$100,000. Once the \$100,000 threshold is reached, PSE&G will be responsible for all applicable fees for

future street opening permits. The City will provide PSE&G with a monthly accounting of the \$100,000.

4. No Admission of Liability. It is hereby understood and agreed that agreeing to provide the Consideration set forth in Paragraph 3 or accepting of this Release shall not be construed as an admission of liability or responsibility by Jersey City, of any nature.

5. Governing Law. This Release and Waiver shall be governed by New Jersey law and all disputes relating to same shall be adjudicated in the Superior Court of New Jersey, Hudson County.

6. Signature. The Parties understand and agree to the terms of this Release and Waiver and execute it as of the date first set forth above.

**PUBLIC SERVICE ELECTRIC AND
GAS COMPANY**

ATTEST:

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST:

CITY OF JERSEY CITY

By: _____
Name:
Title:

By: _____
Name:
Title:

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

City Clerk File No. RES. 13,587

Agenda No. 10.2.8

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WASHINGTON STREET FROM SUSSEX STREET TO GRAND STREET BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SUNDAY, AUGUST 25, 2013 AT THE REQUEST OF THE CDOLC COMMITTEE FOR THE DEFENSE OF OLC CHURCH, INC. FOR THE ANNUAL POLISH FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the CDOLC Committee For The Defense of OLC Church, Inc. to close Washington Street from Sussex Street to Grand Street on Sunday, August 25, 2013 from 8:00 A.M. to 8:00 P.M., for the annual Polish festival; and

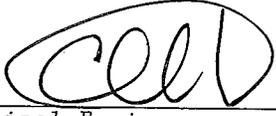
WHEREAS, in accordance with the provisions of Section 296-71, 296-72 and 296-74, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

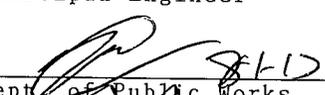
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74(B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

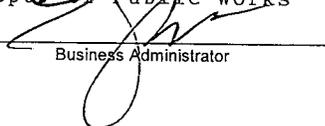
WHEREAS, the request to close Washington Street does not meet one or more of the requirements set forth in Section 296-71(B)(C)(D), Section 296-72(B)(2)(8), 296-73(D) and Section 122-8(A)(C) as the request for the street closure was submitted by an Organization not a resident of Washington Street and the event is starting earlier than the permitted time; and

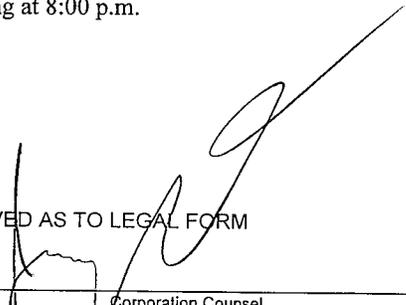
WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74(B) and the applicant has made a request to the City Council that the aforementioned requirement set forth in Sections 296-71, 296-72, 296-73 and Section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

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Washington Street from Sussex Street to Grand Street on Sunday, August 25, 2013 beginning at 8:00 a.m. and ending at 8:00 p.m.

APPROVED:  7/31/13
Municipal Engineer

APPROVED: 
Director, Dept of Public Works

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

CFL:pc1
(07.31.13)

Certification Required
Not Required

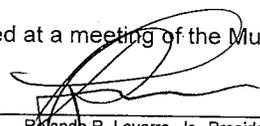
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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.


Roberto 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), WASHINGTON STREET FROM SUSSEX STREET TO GRAND STREET BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SUNDAY, AUGUST 25, 2013 AT THE REQUEST OF THE CDOLC COMMITTEE FOR THE DEFENSE OF OLC CHURCH, INC. FOR THE ANNUAL POLISH 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 Les Sowul on behalf of CDOLC Committee for the Defense of OLC Church, Inc., PO Box 3022, Jersey City, NJ

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

Authorize the closing of Washington Street from Sussex Street to Grand Street on Sunday, August 25, 2013 beginning at 8:00 a.m. and ending at 8:00 p.m.

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

Annual Polish 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., Sunday, August 25, 2013

8. Anticipated completion date:

8:00 p.m. Sunday, August 25, 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.



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

Signature of Department Director

7/31/13

Date

8-1-13

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: WASHINGTON ST, SUSSEX ST to GRAND ST

PURPOSE OF EVENT: Annual Polish Festival

BEGINS: 8AM

ENDS: 8PM

Sunday, August 25, 2013

APPLICANT: Les Sowul

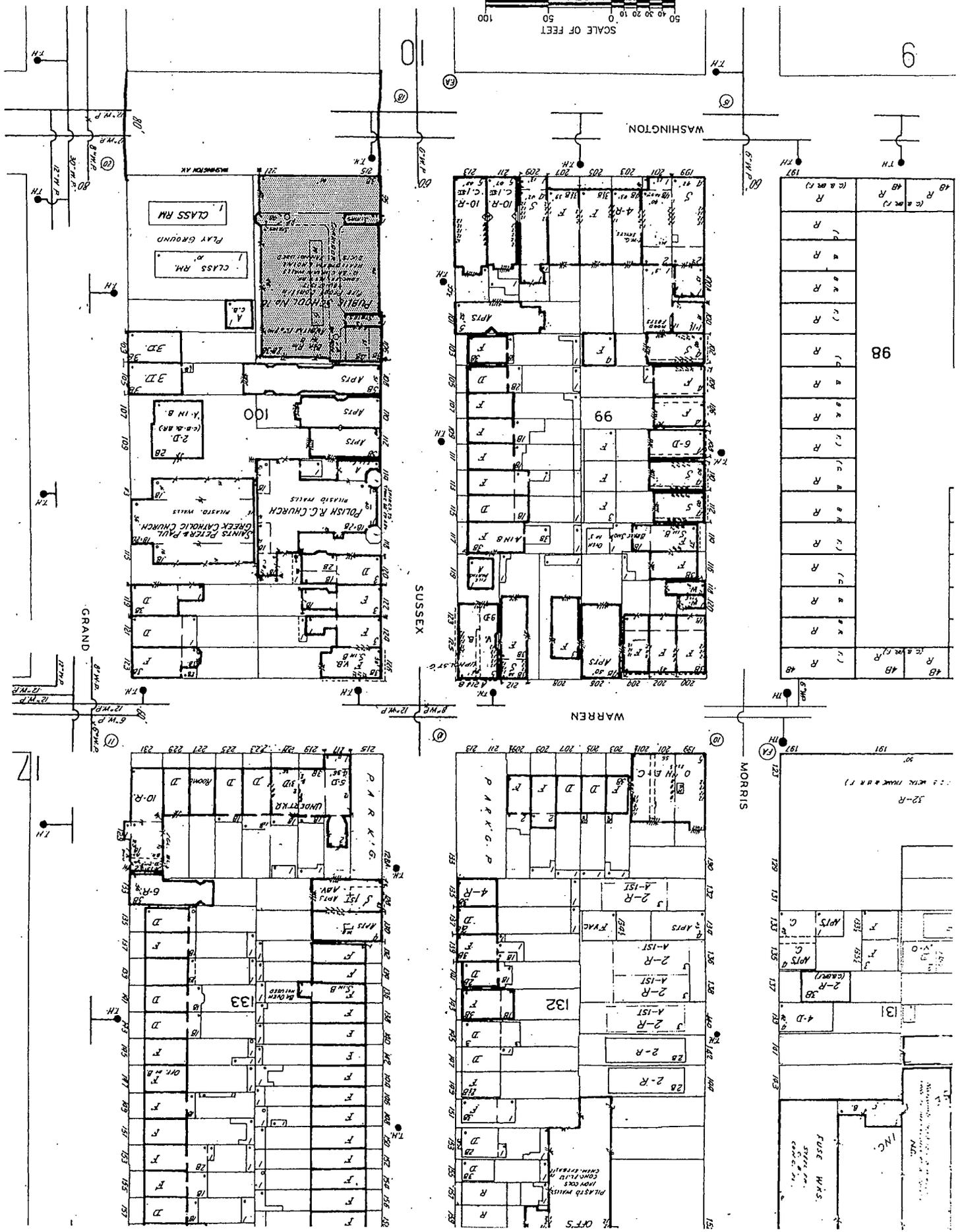
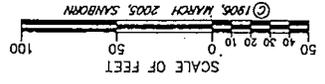
ORGANIZATION : CDOLC Committee for the Defense of OLC Church, Inc.

ADDRESS: PO Box 3022

CITY, STATE, ZIP: Jersey City NJ 07303

PHONE #: 201.706.0100

BEING WAIVED: nonresident, start time



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WARREN

SUSSEX

GRAND

WASHINGTON

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

City Clerk File No. RES. 13.588
 Agenda No. 10.Z.9
 Approved: AUG 28 2013
 TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), GRAND STREET, EAST OF HUDSON STREET, CARRIAGEWAY ONLY, BEGINNING 8:00 A.M. AND ENDING 10:30 A.M. WEDNESDAY, SEPTEMBER 11, 2013 AT THE REQUEST OF THE 9-11 COMMITTEE OF JERSEY CITY FOR THE 9-11 COMMITTEE OF JERSEY CITY

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the 9-11 Committee of Jersey City to close Grand Street, east of Hudson Street, carriageway only, beginning 8:00 a.m. and ending 10:30 a.m. on Wednesday, September 11, 2013 for the purpose of the 9-11 Committee of Jersey City; 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 Grand 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) and 296-73(D) and Section 122-8(A)(C) as the application for the street closing has been filed by a nonresident, will be held on a weekday and the start time is 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 Section 296-71, 296-72, 296-73 and Section 122-8 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Grand Street, east of Hudson Street, carriageway only, beginning 8:00 a.m. and ending 10:30 a.m. on Wednesday, September 11, 2013.

APPROVED: Stanley Haang
 Acting Director,
 Engineering, Traffic and Transportation

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

APPROVED AS TO LEGAL FORM

 Corporation Counsel
 Certification Required
 Not Required

SH:pc1
 (08.07.13)

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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), Grand Street, east of Hudson Street, carriageway only, beginning 8:00 a.m. and ending 10:30 a.m., Wednesday, September 11, 2013 at the request of the 9-11 Committee of Jersey City for the purpose of the 9-11 Committee of Jersey City.

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 Gary R. Nye, on behalf of the 9-11 Committee of Jersey City, 130 Winfield Av., JCNJ 201.920.6867

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

Authorize the closing of Grand Street, east of Hudson Street, carriageway only, beginning 8:00 a.m. and ending 10:30 a.m., Wednesday, September 11, 2013

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

9-11 Committee of Jersey City

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., Wednesday, September 11, 2013

8. Anticipated completion date:

10:30 a.m., Wednesday, September 11, 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:

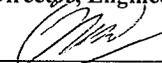
Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Acting Director, Engineering, Traffic and Transportation

8/19/2013

Date



Director, Department of Public Works

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: GRAND ST east of HUDSON ST, carriageway only

PURPOSE OF EVENT: 9-11 Committee of Jersey City

BEGINS: 8AM

ENDS: 10:30AM

Wednesday, September 11, 2013

APPLICANT: Gary Nye

ORGANIZATION : 9-11 Committee of Jersey City

ADDRESS: 130 Winfield Av

CITY, STATE, ZIP: Jersey City NJ 07305

PHONE #: 201.920.6867

BEING WAIVED: day of week, end time, nonresident, start time

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RENEWAL SITE.

HUDSON

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P. R. TRACKS

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60'

60'

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EXPRESS
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(CB # 200)

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FP-2001
(CB # 200)

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TE - PALMOLIVE - CO.
OPEN DOCK

6

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

City Clerk File No. RES. 13.589

Agenda No. 10.2.10.

Approved: AUG 28 2013

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), TOWN SQUARE PLACE AND RING ROAD, ENTIRE LENGTHS, BEGINNING 5:00 A.M. AND ENDING 1:00 P.M. SATURDAY, SEPTEMBER 22, 2013 AT THE REQUEST OF THE NEWPORT PROPERTY OWNERS ASSOCIATION FOR THE PURPOSE OF THE NEWPORT LIBERTY HALF MARATHON

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Newport Property Owners Association to close both Town Square Place and Ring Road, entire lengths, beginning 5:00 a.m. and ending 1:00 p.m. Saturday, September 22, 2013 for the purpose of the Newport Liberty Half Marathon; and

WHEREAS, in accordance with the provisions of Sections 296-71 and 296-72 and Chapter 122 Section 122-8, 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 and 296-73 and Chapter 122, Section 122-8 be waived; and

WHEREAS, the request to close both Town Square Place and Ring Road, entire lengths, does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and Chapter 122, Section 122-8(A)(C) as the event as the event is sponsored by a non-resident and will start earlier than permitted and more than one block at a time will be closed; and

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

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Town Square Place and Ring Road, entire lengths, beginning 5:00 a.m. and ending 1:00 p.m. Saturday, September 22, 2013.

APPROVED: *Stanley Adams*
A/Director, Engineering, Traffic and Transportation

APPROVED: *James M. Madala*
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

SH:pc1
(08.14.13)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

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), TOWN SQUARE PLACE AND RING ROAD, ENTIRE LENGTHS, BEGINNING 5:00 A.M. AND ENDING 1:00 P.M. SATURDAY, SEPTEMBER 22, 2013 AT THE REQUEST OF THE NEWPORT PROPERTY OWNERS ASSOCIATION FOR THE PURPOSE OF THE NEWPORT LIBERTY HALF MARATHON

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 Dan Brannen on behalf of Newport Property Owners Association, 4 Strawberry Ln., Morristown, NJ 07960, 973.214.1500

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

Authorize the closing of both Town Square Place and Ring Road, entire lengths, beginning 5:00 a.m. and ending 1:00 p.m. on Saturday, September 22, 2013

4. Reasons (need) for the proposed program, project, et
Newport Liberty Half Marathon

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:

5:00 a.m., Saturday, September 22, 2013

8. Anticipated completion date:

1:00 p.m., Saturday, September 22, 2013

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

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

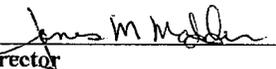
10. Additional comments:

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



Acting Director
Engineering, Traffic and Transportation

8/15/13
Date



Director
Department of Public Works

8/16/13
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: TOWN SQ PL
RING RDs

PURPOSE OF EVENT: Newport Liberty Half Marathon

BEGINS: 5AM

ENDS: 1PM

Sunday, September 22, 2013

APPLICANT: Dan Brannen

ORGANIZATION : Newport Property Owners Association

ADDRESS: 4 Strawberry Ln

CITY, STATE, ZIP: Morristown NJ 07960

PHONE #: 973.214.1500

BEING WAIVED: 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. 13.590

Agenda No. 10.Z.11

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO GREENE STREET, BEGINNING 11:00 A.M. AND ENDING 10:00 P.M., SATURDAY, SEPTEMBER 28, 2013 AT THE REQUEST OF THE JERSEY CITY ST. PATRICK'S DAY PARADE COMM., INC. FOR THE PURPOSE OF AN IRISH FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Jersey City St. Patrick's Day Parade Comm., to close both Exchange Place and Montgomery Street from Hudson Street to Greene Street, beginning 11:00 a.m. and ending 10:00 p.m. on Saturday, September 28, 2013 for the purpose of an Irish Festival; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and Chapter 122, Section 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 Chapter 122, Section 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 Chapter 122, Section 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 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 both Exchange Place and Montgomery Street from Hudson Street to Greene Street, beginning 11:00 a.m. and ending 10:00 p.m. on Saturday, September 28, 2013

APPROVED: Stanley Huang
A/Director, Engineering, Traffic and Transportation

APPROVED: James M. Madden
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

SH:pc1
(08.14.13)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO GREENE STREET, BEGINNING 11:00 A.M. AND ENDING 10:00 P.M., SATURDAY, SEPTEMBER 28, 2013 AT THE REQUEST OF THE JERSEY CITY ST. PATRICK'S DAY PARADE COMM., INC. FOR THE PURPOSE OF AN IRISH 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 Thomas J. Killeen, Chairman, on behalf of the Jersey City St. Patrick's Day Parade Comm., PO Box 405, JCNJ 201.954.2617

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

Authorize the closing of both Exchange Place and Montgomery Street from Hudson Street to Greene Street, from 11:00 a.m. to 10:00 p.m., Saturday, September 28, 2013

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

Irish 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:

11:00 a.m. Saturday, September 28, 2013

8. Anticipated completion date:

10:00 p.m., Saturday, September 28, 2013

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

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

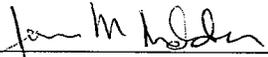
10. Additional comments:

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



Acting Director
Engineering, Traffic and Transportation

8/15/13
Date



Director
Dept. of Public Works

8/16/13
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: EXCHANGE PL
MONTGOMERY ST from HUDSON ST to GREENE ST

PURPOSE OF EVENT: Irish Festival

BEGINS: 11AM

ENDS: 10PM

Saturday, September 28, 2013

APPLICANT: Thomas J Killeen, Chairman

ORGANIZATION : Jersey City St Patricks Day Parade Comm

ADDRESS: PO Box 405

CITY, STATE, ZIP: Jersey City NJ 07303

PHONE #: 201.954.2617

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. 13,591
 Agenda No. 10.2.12
 Approved: AUG 28 2013
 TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),
 WARREN STREET FROM MONTGOMERY STREET TO YORK STREET
 BEGINNING NOON AND ENDING 6:00 P.M., SUNDAY, OCTOBER 13, 2013 AT
 THE REQUEST OF THE POLICE UNITY TOUR/JERSEY CITY BIKE TEAM,
 FOR THE PURPOSE OF A CHARITY FUND RAISER FOR THE POLICE
 UNITY TOUR**

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Police Unity Tour/Jersey City Bike Team to close Warren Street from Montgomery Street to York Street beginning Noon and ending 6:00 P.M. on Sunday, October 13, 2013 for the purpose of a charity fund raiser for the Police Unity Tour; and

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

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

WHEREAS, the request to close Warren Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D), 296-72(B)(8) and 296-73(D) 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, 296-72 and 296-73 and Chapter 122 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Warren Street from Montgomery Street to York Street beginning Noon and ending 6:00 P.M. on Sunday, October 13, 2013 for a charity fund raiser for the Police Unity Tour.

APPROVED: Stanley Huang
 Acting Director,
 Engineering, Traffic and Transportation

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

SH:pc1
 (08.05.13)

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

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), Warren Street from Montgomery Street to York Street beginning Noon and ending 6:00 p.m. on Sunday, October 13, 2013 at the request of the Police Unity Tour/Jersey City Bike Team for the purpose of a Charity Fundraiser for the Police Unity Tour.

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 James Lisi on behalf of the Police Unity Tour/Jersey City Bike Team, 207 Seventh St., JCNJ 201.232.8809

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

Authorize the closing of Warren Street from Montgomery Street to York Street from Noon to 6:00 p.m. on Sunday, October 13, 2013.

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

Charity Fundraiser for the Police Unity Tour

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

Noon, Sunday, October 13, 2013

8. Anticipated completion date:

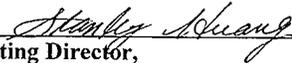
6:00 p.m., Sunday, October 13, 2013

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

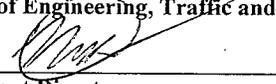
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, ex. 4469

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.



Acting Director,
Division of Engineering, Traffic and Transportation



Department Director

8/16/2013
Date

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: WARREN ST, MONTGOMERY ST to YORK ST

PURPOSE OF EVENT: Charity Fundraiser for the Police Unity Tour

BEGINS: Noon

ENDS: 6PM

Sunday, October 13, 2013

APPLICANT: James Lisi

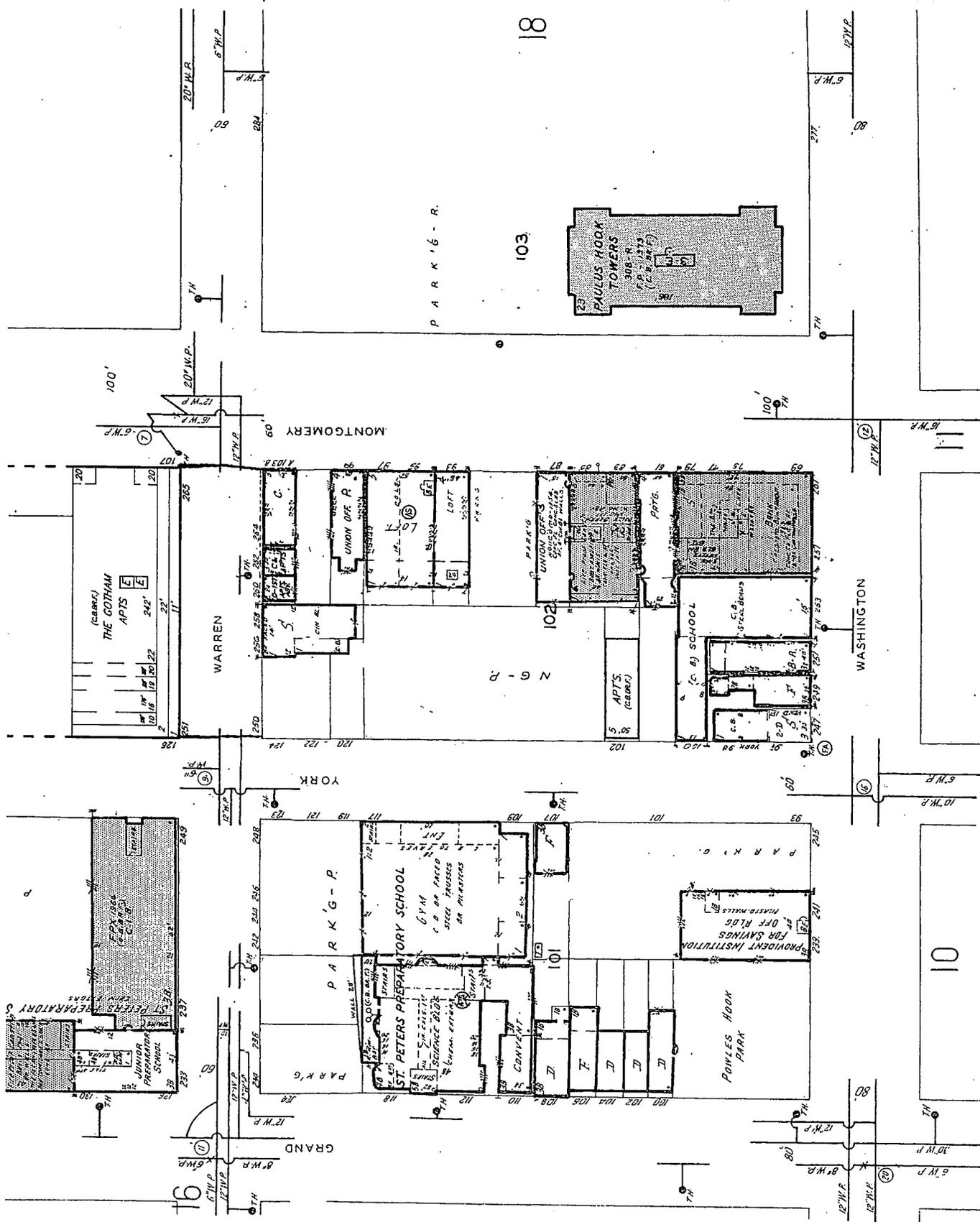
ORGANIZATION : Police Unity Tour/Jersey City Bike Team

ADDRESS: 207 Seventh St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 201.232.8809

BEING WAIVED: nonresident



SCALE OF FEET
 0 10 20 30 40 50 60 70 80 90 100
 © 1908, MARCH, 2005, SAUBORN

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

City Clerk File No. RES. 13. 592

Agenda No. 10. 2. 13

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO FEDERAL RESOURCES SUPPLY COMPANY TO PROVIDE HAZMATIQ TRAINING FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE HEADQUARTERS)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for **HazMatIQ Training**; and

WHEREAS, as per N.J.S.A. 40A:11-6.1(a) quotes were solicited and obtained (2) two proposals, with the lowest, responsive and responsible being that from Federal Resources Supply Company, 377 Log Canoe Circle, Philadelphia, Pennsylvania 19182 in the total amount of **Twenty Nine Thousand Three Hundred Dollars (\$29,300.00)**; 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 Director of the Fire Department 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 \$27,300.00 are available in the **Federal and State Grant Fund Account No. 02-213-40-362-314** and \$2,000.00 in the **Training Operating Fund Account No. 01-201-25-265-307**.

Account	PO #	Amount
02-213-40-362-314	110788	\$27,300.00
01-201-25-265-307	110808	<u>\$ 2,000.00</u>
		\$29,300.00

(Continue on page 2)

City Clerk File No. RES. 13.592

Agenda No. 10.2.13. AUG 28 2013

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO FEDERAL RESOURCES SUPPLY COMPANY TO PROVIDE HAZMATIQ TRAINING FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE HEADQUARTERS)

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 **Federal Resources Supply Company for a total contract amount of \$29,300.00;**
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 \$27,300.00 are available in **Federal and State Grant Fund Account No. 02-213-40-362-314** and \$2,000.00 in the **Training Operating Fund Account No. 01-201-25-265-307.**

Account	PO #	Amount
02-213-40-362-314	110788	\$27,300.00
01-201-25-265-307	110808	\$ 2,000.00
		\$29,300.00

Peter Folgado,
Director of Purchasing, QFA, RPPO

Donna Mauer,
Chief Financial Officer

PF/pv
8/16/13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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.

Rolanda R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



Decontamination	Detection	Equipment Operator	Personal Protection	Respiratory	Train The Trainer	HazMatIQ	Training Aids
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HazMatIQ Courses

- [Above The Line - Below The Line](#)
- [Advanced IQ](#)
- [Air Monitoring](#)
- [First Responder Offensive](#)
- [Tox-Medic](#)

FR iNet Courses

- [Avon ST53 Use](#)
- [DEA Clan Lab Kit](#)
- [Fido Basic User Training - 1 Day](#)
- [Fido Basic User Training - 2 Days](#)
- [FLIR \(CONUS/OCONUS - NONHAZARDOUS\)](#)
- [FLIR \(CONUS/OCONUS - NONHAZARDOUS\)](#)
- [FLIR \(OCONUS - HAZARDOUS\)](#)
- [FLIR \(OCONUS - HAZARDOUS\)](#)
- [FLIR \(Stillwater, OK\)](#)
- [Level A - Donning / Doffing / Care](#)
- [On-Site Hazmat ID 360 - 1 Day](#)
- [On-Site Hazmat ID 360 - 2 Days](#)

Explore

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- [Training Classes](#)
- [HazMatIQ](#)
- [Our Trainers](#)
- [Contact Us](#)

Above The Line - Below The Line

Description:

Upcoming Classes:



The HazMatIQ by Federal Resources is the sole educators of the Above the Line/Below the Line system. The HazMatIQ system incorporates trademarked innovative street smart 'Cheat Sheets' that enable responders to safely and efficiently respond to any known or unknown chemical or mixture. Students taking this course will be able to size-up (physical state, hazards, initial hot zone, correct meters and PPE) any chemical in minutes. The system then coaches responders through streamlined chemical research methods to verify their initial size-up, preparing responders to immediately take action on arrival of the Hazardous Materials/WMD event.

If you are interested in reserving one of the remaining seats in the Above The Line - Below The Line class in your area, please contact us with the date and class you are interested in.

Length of Class:
8hrs 0min

Trainer Travel Included:
Yes

Attendees per session:
30

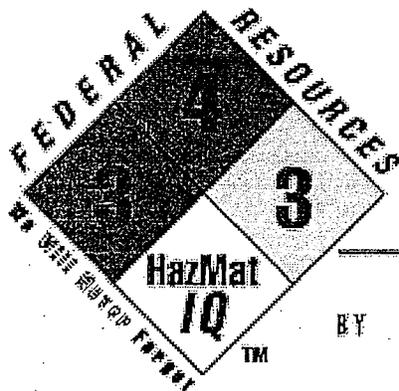
Average Cost Per Session:
\$5950.00

Certification:
Yes

Final price may vary based on customer requirements.
Final payment is due (2) two weeks prior to day of instruction

[« Back](#) | [Login to book this course](#)

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HAZMATIQ

BY **FEDERAL RESOURCES**

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Above The Line - Below The Line

The HazMatIQ Above The Line/Below The Line system is developed by responders, for responders and only available from HazMatIQ. The HazMatIQ system incorporates trademarked innovative street smart "Cheat Sheets" that enable responders to safely and efficiently respond to any known or unknown chemical or mixture. Students taking this course will be able to size-up (physical state, hazards, initial hot zone, correct meters and PPE) any chemical in minutes. The system then coaches responders through a streamlined chemical research method to verify their initial size-up, preparing responders to immediately go to work when they arrive on a Hazardous Materials/WMD event.

For more information concerning this course or other HazmatIQ courses, please contact us:

Phone: 1.800.518.9895

Email: hazmatiq@federalresources.com

[Home](#) | [About Us](#) | [HazmatIQ Courses](#) | [FAQs](#) | [Videos](#) | [Contact Us](#)

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HazMatIQ™

Training the World's Heroes
Onsite, Online HazMat/WMD Training & Products

www.HazMatIQ.com

info@HazMatIQ.com

800-518-9895



HazMatIQ Above the Line/Below the Line Training Workshop

Jersey City 9.24.12

Course Length:

- (4) Training Days– 8-Hour HazMatIQ Above The Line/Below The Line

Course Description:

- The HazMatIQ Above The Line/Below The Line system is a patent pending program developed *by responders, for responders* and only available from HazMatIQ. The HazMatIQ system incorporates our trademarked innovative street smart "Cheat Sheets" that enable responders to safely and efficiently respond to any known or unknown chemical or mixture. Students taking this course will be able to size-up (physical state, hazards, initial hot zone, correct meters and PPE) any chemical in minutes. The system then coaches responders through a streamlined chemical research method to verify their initial size-up, preparing responders to immediately go to work when they arrive on a Hazardous Materials/WMD event.

Each student will receive:

- NIOSH Pocket Guide
- HazMatIQ laminated Smart-Charts

Training Cost:

- The total cost for four days of HazMatIQ Training for up to 50 students per day is \$29,300.00
\$7,950.00 for the first training day, then discounted to \$7,450.00 for the second, and \$6,950.00 for the third and fourth training day.

This price includes all instructor fees, all related expenses, and course materials (Smart Charts and NIOSH Books) for up to 50 students. Each additional student is billed at \$100.00 per student, based on accepted terms and written conditions agreed upon by both parties.

Please be in contact with any further questions: cgorman@hazmatiq.com

800-518-9895

This Service Proposal is valid for 90 days from the date of submission by HazMatIQ. If all of the terms and conditions of the Proposal are not agreed upon within that timeframe, all price quotes, training dates, and other elements are subject to re-negotiation with no obligation by HazMatIQ or the requesting party

HazMatIQ EIN 20-5396616 -- DHS Portal Number 12-26969



HAZMATIQ

BY FEDERAL RESOURCES

TM
www.HazMatIQ.com | info@hazmatiq.com | 800-518-9895

Sole Source Justification

The HazMatIQ 4-Step System delivers training using a patented (US 61/088,658 & US 12/349,384) hazard and risk assessment system, designed by two Hazardous Materials Technicians with street responders in mind.

The HazMatIQ 4-Step System is a response tool that incorporates a series of easy to understand and copyrighted © "smart charts" which act as job aids. These job aids enable responders to quickly assess risks and make proper decisions on how to best mitigate a hazardous materials incident. This system coaches responders through the process that virtually illuminates "*Information Overload*".

- The HazMatIQ 4-Step System is available exclusively from HazMatIQ, LLC and its cadre of Master Instructors, which greatly simplifies the competitive bid process and permits "sole-source" bids.
- HazMatIQ has sole **proprietary rights** to the 4-Step Training System, Smart Charts used for this system, and all other intellectual property presented during training.

The HazMatIQ 4 - step system is a risk-based response system that guides the responder through a simple 4-Step process:

- Step 1) Revolutionary 10 - second "Above the line - Below the line" chemical size-up.
- Step 2) Streamlined chemical research process.
- Step 3) Choose the appropriate meter(s).
- Step 4) Select the proper personal protective equipment.

HazMatIQ System is used throughout all HazMatIQ Training Courses, including Advanced Air Monitoring and Sampling Courses.

Signed

Cara R Gorman - Director Of Operations
HazMatIQ

Date 2/22/13

The HazMatIQ™ system, "Smart Charts", and course contents are fully protected under US patent, copyright and trademark law, and any unauthorized reproduction, use, instruction, dissemination, in whole or in part, without the express prior written consent of HazMatIQ™ is strictly forbidden. Contact info@HazMatIQ.com for additional information.



NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
 DIVISION OF STATE POLICE
 SUBGRANT AWARD

PROJECT TITLE	SUBGRANT AMOUNT		
HMEP Grant: Training	FEDERAL	\$	42,300.00
IMPLEMENTING AGENCY/PROJECT DIRECTOR	MATCH	\$	0.00
	TOTAL	\$	42,300.00
Richard Gorman			
SUBGRANTEE Jersey City OEM	DATE OF AWARD October 2, 2012		
STATE ACCOUNT NO.: 11-100-066-1200-703	CFDA No.: 20.703		

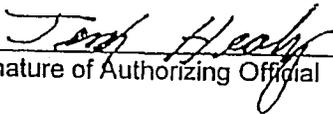
In accordance with the provisions of the 2011 Hazardous Materials Emergency Preparedness Grant and based on the application, the Department of Law and Public Safety hereby awards to the above-named Subgrantee a training subgrant in the amount specified for the purposes set forth in the approved application.

This subgrant is subject to the requirements set forth in the appropriate Federal Management Circulars, the General Conditions for subgrants promulgated by the Department of Law and Public Safety (copy of which is attached hereto), all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under OMB Circular A-133 and/or State Circular Letter 98-07 (if applicable). It is subject also to any special conditions attached to this program.

This Subgrant Award incorporates all conditions and representations contained or made in the application and notice of award HMENJ8043160.

FOR THE SUBGRANTEE

FOR THE STATE OF NEW JERSEY
 DEPARTMENT OF LAW AND PUBLIC SAFETY


 Signature of Authorizing Official

 Jeffrey S. Chiesa, Attorney General
 or Designee

 TYPED NAME OF OFFICIAL AND TITLE

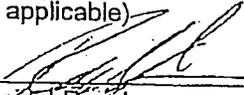
 DATE

Subgrant Number 12-HMEP-P170-T03

Date Application Received 09/13/2012

 Acting Chief Fiscal Officer
 (If applicable)

Subgrant Period 09/30/2012 – 09/30/2013


 Project Director
 (If applicable)

Subgrantee Fiscal Year Start Date _____

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: Jersey City Fire Department

Address: _____

I certify that: _____ is engaged as a registered

Name of Firm (Buyer): <u>Federal Resources Supply Co.</u>	Wholesaler	<u>XX</u>
Address	Retailer	_____
<u>377 Log Canoe Circle</u>	Manufacturer	_____
<u>Stevensville, MD 21666</u>	Seller (California)	_____
	Lessor (see notes on pages 2 - 4)	_____
	Other (Specify)	_____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

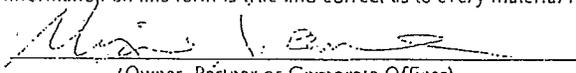
Description of Business: Sales of Safety Products and Shipboard Equipment

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit or ID Number of Purchaser
AL ²	<u>SLU-R007983418</u>	NE ¹⁴	_____
AR	_____	NV	_____
CA ³	<u>SCOHB101-180408</u>	NJ	<u>522-133-636/000</u>
CO ¹	_____	NM ^{1,15}	_____
DC ⁴	<u>350000079819</u>	ND	_____
GA ⁵	<u>175-836492</u>	OK ¹⁶	_____
HI ^{1,6}	_____	RJ ¹⁷	_____
ID	_____	SC ¹	_____
IL ^{1,7}	<u>3967-6404</u>	SD ¹⁸	_____
IA	_____	TN	<u>105408640</u>
KS ⁸	_____	TX ¹⁹	_____
ME ⁹	<u>1154936</u>	UT	_____
MD ¹⁰	<u>09167429</u>	VT ¹	_____
MJ ¹¹	<u>083-47724-0</u>	WA ²⁰	<u>602621020</u>
MN ¹²	_____	WI ¹⁷	_____
MO ¹³	<u>21393419</u>		

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: 
 (Owner, Partner or Corporate Officer)
 Title: Accounting Manager
 Date: _____

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www.uspto.gov/web/.../caf_042008.pdf

Common Application Format During the November 2007 Trilateral Conference, the United States Patent and Trademark Office (USPTO), the European Patent Office (EPO), and ...

[\[PDF\]3/8/02 THIS DISPOSITION GDH/gdh IS CITABLE AS PRECEDENT OF THE T ...](#)

www.uspto.gov/web/.../2002/75501608.pdf

HazMat work and HVAC (heating, ventilation and air conditioning) jobs, including work near industrial chillers" She additionally contends that applicant's air ...

[Patentee Index - United States Patent and Trademark Office](#)

www.uspto.gov/web/.../alphaT_Utility.htm

... to Google Inc. Event-driven mobile **HAZMAT** monitoring 08410907 Cl. 340-10.1. Twitty, Colleen: See--McCanna, Philip; Umur, Nesrin; Mason, Jonathan; ...

[Patentee Index - United States Patent and Trademark Office](#)

www.uspto.gov/web/.../alphaG_Utility.htm



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FEDERAL RESOURCES SUPPLY COMPANY

Trade Name:

Address: 109 SHAMROCK RD
CHESTER, MD 21619

Certificate Number: 1273659

Effective Date: December 31, 2011

Date of Issuance: August 16, 2013

For Office Use Only:

20130816114426147



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FEDERAL RESOURCES SUPPLY COMPANY

Trade Name:

Address: 109 SHAMROCK RD
CHESTER, MD 21619

Certificate Number: 1273659

Effective Date: December 31, 2011

Date of Issuance: August 14, 2013

For Office Use Only:

20130814134915162

**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 FEDERAL RESOURCES SUPPLY Co. (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 FEDERAL RESOURCES SUPPLY Co. (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: FEDERAL RESOURCES SUPPLY COMPANY

Signed: Frank Guglielmo Title: PRESIDENT

Print Name: FRANK Guglielmo Date: 4/18/2013

Subscribed and sworn before me
this 18 day of April, 2013.
My Commission expires:

Charlotte Poe
(Affiant)

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

Charlotte A. Poe
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 6, 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.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-PAID 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 *FEDERAL RESOURCES SUPPLY COMPANY* 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 *FEDERAL RESOURCES SUPPLY COMPANY*, 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 Michele Massey
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
JOHN KIRILEY	601 BAYSHORE BLVD. TAMPA, FL 33606
JEFFREY LECK	16824 FLYING JIB ROAD CORNELIUS, NC. 28031
ROBERT McWILLIAMS	7940 MADEN POINT CT. EASTON, MD 21601

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: *FEDERAL RESOURCES SUPPLY COMPANY*

Signed: _____ Title: _____
 Print Name: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 20__.

My Commission expires:

 (Affiant)

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

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 : FEDERAL RESOURCES Supply Company
Address : 235-G Log CANOE Circle STEVENSVILLE, MD 21666
Telephone No. : 410-643 7801 or 540-665-1070
Contact Name : FRANK Guglielmo or CARA GORMAN

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 : FEDERAL Resources Supply Company
Address : 235-G LogCANE Circle STEVENSVILLE, MD 21666
Telephone No. : 410-643-7801 or 540-665-1070
Contact Name : FRANK Guglielmo or CARA GORMAN

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

I. FID. NO. OR SOCIAL SECURITY 522133636	2. ASSIGNED CERTIFICATION NUMBER <input type="text"/>	ISSUE DATE <input type="text"/>	EXPIRATION DATE <input type="text"/>
---	--	------------------------------------	---

J. COMPANY NAME
Federal Resources Supply Company

4. STREET 235-G Log Canoe Circle	CITY Stevensville	COUNTY Queen Anne	STATE MD	ZIP CODE 21666
-------------------------------------	----------------------	----------------------	-------------	-------------------

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE:
 1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type) Martha Siburt	SIGNATURE 	TITLE Human Resources Mgr	DATE MO DAY YEAR 5 16 13		
7. ADDRESS NO. & STREET 235-G Log Canoe Circle	CITY Stevensville	COUNTY Queen Anne	STATE MD	ZIP CODE 21666	PHONE (AREA CODE, NO., EXTENSION) 410 - 643 - 7810

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	<input type="text"/>	DIVISION OF REVENUE DLN #:	<input type="text"/>
----------------	----------------------	----------------------------	----------------------

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

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

City Clerk File No. Res. 13-185

Agenda No. 10.7.8

Approved: MAR 13 2013

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS EMERGENCY PLANNING FISCAL YEAR 2012 GRANT PROGRAM AWARD FROM THE STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF STATE POLICE

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, the State of New Jersey, Department of Law and Public Safety, Division of State Police has provided to the Jersey City Department of Fire and Emergency Services, through the United States Department of Transportation Hazardous Materials Emergency Planning Grant Program, a grant in the amount of \$42,300.00; and

WHEREAS, this funding source will support the specialized hazardous materials emergency response and on scene operations training critical to maintaining the City of Jersey City's Fire Department Hazardous Materials Response Unit, Jersey City Police Emergency Service Unit, and supporting communities of Hoboken Fire Department Hazardous Materials Response Unit, Bayonne Fire Department Hazardous Materials Response Unit, and Hudson Regional Health Commission Emergency Response Unit's readiness and rapid response within the 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 Jersey City Department of Fire and Emergency Services desires to accept the grant in order to address major initiatives regarding Homeland Security and public safety issues; and

WHEREAS, participation in this grant has been active since October 30, 2010; and

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

1. The Mayor of Jersey City and/or Business Administrator of Jersey City is authorized to execute a grant agreement in substantially the form of the attached with the New Jersey Office of Homeland Security and Preparedness; and
2. The Office of Management and Budget is authorized to establish an account in the amount of \$42,300.00 for the Jersey City Hazardous Materials Emergency Planning Fiscal Year 2012 Grant Program.

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.13.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

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

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

**FY12 HAZARDOUS MATERIALS
EMERGENCY PREPAREDNESS (HMEP)
TRAINING SUBGRANT APPLICATION**

CFDA 97.020

All Assurances and Certifications (listed on the Subgrant Application Checklist) that require signatures are attached at the end of the Subgrant Application forms.

**FY12 Hazardous Materials Emergency Preparedness (HMEP)
Training Subgrant Application Overview**

Name of Applicant Agency: Jersey City Office of Emergency Management and Homeland Security

Title of Proposal: Haz Mat IQ

Proposal Abstract (limit 100 words or less):

Jersey City Fire Department and Police departments serve the Hudson County Region as Haz Mat and CBRNE response agencies. The Units also provide mutual aid to all surrounding communities of Hudson County. This training serves to provide advanced Hazardous Materials recognition and rapid identification on scene. The HAZ MAT IQ program illustrates and the periodic table and other methods to rapidly identify products in the field using current training base and equipment on scene and maintained by all units. Refer to attach

HMEP Training Subgrant Applicant Information

Official Name of Applicant Agency: Jersey City Office of Emergency Management

Type of Agency: State County Municipality Nonprofit

Address: 715 Summit Avenue

City/State: Jersey City NJ Zip Code: 07307 County: Hudson

Implementing Agency (if different than applicant) _____

Federal ID Number: 226002013

Agency DUNS Number : 831438275

Is Applicant Agency registered with the Central Contractor Registry? Yes No

If no, please explain _____

Name of Project: Haz Mat IQ Training

Type of Application: New Continuation CFDA #

Name of Project Contact: Captain Richard D. Gorman

Address (if different from above): _____

Telephone Number: 201-547-5681

Fax Number: 201-547-5999 Email Address: rgorman@njcps.org

Congressional District: 9, 10, 13

Areas affected by the Project (Statewide, county, city): Jersey City Hudson County

Proposed Project start and end dates: 01-07-12 thru 03-29-12

Name of Chief Financial Officer: Donna Mauer Telephone: 201-547-5000

Name/Title of Authorized Representative: W. Greg Kierce Director of JC OEMHS

Signature of Authorized Representative: _____

HMEP Training Subgrant Project Narrative

Jersey City Fire Department and Police departments serve the Hudson County Region as Haz Mat and CBRNE response agencies. The Units also provide mutual aid to all surrounding communities of Hudson County. This training serves to provide advanced Hazardous Materials recognition and rapid identification on scene. The HAZ MAT IQ program illustrates and the periodic table and other methods to rapidly identify products in the field using current training base and equipment on scene and maintained by all units. Refer to attached quote. The activities include classroom instruction, practical, and exercise evaluation during an 8 hour program. The training will be open to the Jersey City Fire and Police, Bayonne Fire Dept, Hoboken Fire Dept, Hudson regional Health Commission, and additional dept's if space permits. The program will be managed by the Jersey City Office of Emergency Management and Homeland Security, PoC Captain Richard D. Gorman, 201-547-5681, rgorman@njfcps.org. This grant has been previously secured by the Hudson County OEM.

HMEP Training Subgrant Project Work Plan

Project Name: HAZ MAT IQ

Objective Hazardous Materials Identification	Activity Lecture Instruction Evaluation	Person Responsible Haz Mat IQ Staff	Project Start and Completion Dates Estimated 01-2013 thru 03-2013
---	---	---	---

HMEP Training Subgrant Budget Detail Worksheet

The Budget Detail Worksheet is for the preparation of the budget requested in support of the proposed project. All required information must be provided. Any category of expense not applicable to the project should be marked N/A.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position requested	Annual salary	% of time on project	Federal amount
Non - Applicable			

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for personnel listed in category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman=s Compensation, and Unemployment Compensation.

Sub-Total: XXXXX

Name/Position	Fringe Benefit Rate	% of time on project	Federal amount requested
Non-Applicable			

Sub-Total : XXXXX

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meetings, etc.) In the Budget Narrative, show the basis of computation. For example, 6 people for 3 day-training at \$X airfare; \$X lodging, \$X per diem. (Airfare - 6 x \$value per person = \$. Hotel - 6 x \$ rate per night x number of nights = \$. Per diem - 6 x \$ per diem = \$.) In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known.

Indicate source of Travel Policies applied, applicant or Federal Travel Regulations. Registration fees for conferences and training should be listed under the AOther@ category.

Purpose of Travel Federal amount requested	Location	# person(s)	# nights/days	Hotel	Airfare	Per Diem

Total:

D. Equipment - List non-expendable items with a value of over \$5,000 that are to be purchased. (Note: Organization=s own capitalization policy for classification of equipment should be used. Expendable items, including equipment valued under \$5,000, should be included in the ASupplies@ category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the AContractual@ category. Explain in the Budget Narrative how the equipment is necessary for the success of the project. Include a description of the procurement method to be used.

Non-Applicable	

Total: XXXXXX

G. Consultants/Contracts - Indicate whether applicant=s formal, written Procurement Policy or the Federal Acquisitions in the Budget Narrative is used.

Consultant Fee: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service to be provided Federal amount requested	Hourly or daily fee	Time on project

Subtotal:

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (travel, meals, lodging, etc.)

Item	Cost per unit	Location # of units

Subtotal:

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification for sole source contracts in excess of \$100,000 must be provided in the Budget Narrative.

Item	Vendor	Federal amount requested	Service to be provided
Haz Mat IQ 8 hr Training	Haz Mat IQ	\$29,300.00	Haz Mat IQ 8 Hour Training for 50 Students over 4 days

Subtotal:

Consultants/Contracts Total:

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot rent, and provide a monthly rental cost and how many months to rent.

Description

of units

Cost per unit (define unit)
Federal amount requested

Total:

HMEP Training Subgrant Budget Summary - When the budget worksheet is completed, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds if applicable.

Budget Category

**Federal Amount
Requested
Non-Federal Amount
Total**

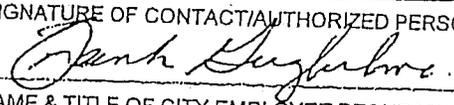
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A. Personnel				Non - Applicable
B. Fringe Benefits				Non- Applicable
C. Travel				
D. Equipment				
E. Supplies				
F. Construction				Non-Applicable
G. Consultants/Contracts				\$29,300.00
H. Other				
Total Direct Costs				
Total Project Costs				\$29,300.00

HMEP Training Subgrant Budget Narrative

Jersey City Fire Department and Police departments serve the Hudson County Region as Haz Mat and CBRNE response agencies. The Units also provide mutual aid to all surrounding communities of Hudson County. This training serves to provide advanced Hazardous Materials recognition and rapid identification on scene. The HAZ MAT IQ program illustrates and the periodic table and other methods to rapidly identify products in the field using current training base and equipment on scene and maintained by all units. Refer to attached quote. The activities include classroom instruction, practical, and exercise evaluation during an 8 hour program. The training will be open to the Jersey City Fire and Police, Bayonne Fire Dept, Hoboken Fire Dept, Hudson regional Health Commission, and additional dept's if space permits. The program will be managed by the Jersey City Office of Emergency Management and Homeland Security, PoC Captain Richard D. Gorman, 201-547-5681, rgorman@njcps.org. This grant has been previously secured by the Hudson County OEM.

NEW VENDOR INFORMATION FORM

VENDOR NAME: Federal Resources Supply Company		FEIN/SS# 52-2133636
MAIL PO/VOUCHERS TO ADDRESS: 235-G Log Canoe Circle		
CITY: Stevensville	STATE: MD	ZIP: 21666
TEL #: 410-643-7810	FAX #: 410-643-7701	EMAIL: sales@federalresources.com
MAIL CHECK/S TO ADDRESS: 235-G Log Canoe Circle		
CITY: Stevensville	STATE: MD	ZIP: 21666
TEL #: 410-643-7810	FAX #: 410-643-7701	EMAIL: sales@federalresources.com
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: Hazmat/Q Training		CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINORITY VENDOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		REQUIRED FORM 1099? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
TYPE/CATEGORY:		
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON: Frank Guglielmo	PHONE: 410-643-7810	EMAIL: frank.guglielmo@federalresources.com
SIGNATURE OF CONTACT/AUTHORIZED PERSON: 		
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER		
SIGNATURE OF EMPLOYEE:		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

(W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED)

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$15000 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input checked="" type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 104
4. COMPANY NAME Federal Resources Supply Company		
5. STREET 235-G Log Canoe Circle	CITY Stevensville	COUNTY Queen Anne
	STATE MD	ZIP CODE 21666
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) FRS Holdings, Inc.	CITY Stevensville	STATE MD
	STATE MD	ZIP CODE 21666
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		104
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY	STATE
	COUNTY	ZIP CODE

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 A11 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	27	21	6	0	1	0	0	20	1	0	0	0	0	5
Professionals	21	20	1	1	3	0	0	16	0	0	0	0	1	
Technicians	5	4	1	1	0	0	0	3	0	0	0	0	1	
Sales Workers	14	8	6	1	1	0	0	6	0	0	0	0	6	
Office & Clerical	14	1	13	0	0	0	0	1	1	0	0	0	12	
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operatives (Semi-skilled)	17	16	1	1	0	0	0	15	1	0	0	0	0	
Laborers (Unskilled)	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	
TOTAL	98	70	28	4	5	0	0	61	3	0	0	0	25	
Total employment from previous Report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	6	3	3	1	0	0	0	2	0	0	0	0	3	

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 4/22/2013 To: 3/5/2013		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Martha Siburt	SIGNATURE <i>Martha Siburt</i>	TITLE Human Resources Mgr	DATE MO DAY YEAR 05 16 13
17. ADDRESS NO. & STREET 235-G Log Canoe Circle	CITY Stevensville	COUNTY Queen Anne	STATE MD
	ZIP CODE 21666	PHONE (AREA CODE, NO., EXTENSION) 410 - 643 - 7810	

 STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program
 VENDOR ACTIVITY SUMMARY REPORT
 NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)
 CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM 4/23/12 TO 5/3/13
 NAME OF FACILITY: _____

Federal Resources Supply Company
 City: Stevensville State: MD Zip Code: 21666
 County: Queen Anne

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	11	0	1	0	0	10	2	0	0	0	0	2
PROFESSIONALS	18	1	3	0	0	14	1	0	0	0	0	1
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	1	0	0	0	0	1	1	0	0	0	0	1
OFFICE & CLERICAL	1	0	0	0	0	1	6	0	0	0	0	6
CRAFTWORKERS	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	9	1	0	0	0	8	0	0	0	0	0	0
LABORERS	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
TOTAL	40	2	4	0	0	34	10	0	0	0	0	10

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE DATE SUBMITTED
 LAST FIRST MI
 Siburt Martha *Martha Siburt* 5/16/13
 ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)
 235-G Log Canoe Circle Stevensville MD 21666 410-643-7810

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM 4/23/12 TO 5/3/13
 NAME OF FACILITY: _____

Federal Resources Supply Company
 City: Stevensville County: Queen Anne State: MD Zip Code: 21666

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1	0	0	0	0	1	1	1	0	0	0	0
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	2	0	0	0	0	2	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	2	0	0	0	0	2
OFFICE & CLERICAL	0	0	0	0	0	0	3	0	0	0	0	3
CRAFTWORKERS	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	5	0	0	0	0	5	0	0	0	0	0	0
LABORERS	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
TOTAL	8	0	0	0	0	8	6	1	0	0	0	5

I certify that the information on this form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type)

LAST

FIRST

MI

DATE SUBMITTED

Siburt Martha

Martha Siburt

5/16/13

ADDRESS (NO. & STREET)

(CITY)

(STATE) (ZIP)

PHONE (AREA CODE, NO., EXTENSION)

235-G Log Canoe Circle

Stevensville

MD 21666

410-643-7810

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM 4/23/12 TO 5/3/13
 NAME OF FACILITY: _____

Federal Resources Supply Company
 City: Stevensville State: MD Zip Code: 21666
 County: Queen Anne

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	2	0	0	0	0	2	0	0	0	0	0	0
PROFESSIONALS	1	0	0	0	0	1	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	5	0	0	0	0	5	0	0	0	0	0	0
OFFICE & CLERICAL	0	0	0	0	0	0	1	0	0	0	0	1
CRAFTWORKERS	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS	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
TOTAL	8	0	0	0	0	8	1	0	0	0	0	1

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type) _____
 LAST FIRST MI

Siburt Martha
 ADDRESS (NO. & STREET) Stevensville (CITY) MD (STATE) 21666 (ZIP)
 PHONE (AREA CODE, NO., EXTENSION) 410-643-7810
 DATE SUBMITTED 5/16/13

Martha Siburt

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM 4/23/12 TO 5/13/13
 NAME OF FACILITY: _____

Federal Resources Supply Company
 City: Stevensville State: MD Zip Code: 21666
 County: Queen Anne

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	0	0	0	0	0	0	1	0	0	0	0	1
PROFESSIONALS	1	0	0	0	0	1	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	1	0	0	0	0	1	0	0	0	0	0	0
OFFICE & CLERICAL	0	0	0	0	0	0	3	0	0	0	0	3
CRAFTWORKERS	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS	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
TOTAL	2	0	0	0	0	2	4	0	0	0	0	4

I certify that the information on this form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type) _____ SIGNATURE _____
 LAST FIRST MI

Martha Siburt

DATE SUBMITTED

5/16/13

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)
 235-G Log Cancee Circle Stevensville MD 21666 410-643-7810

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

City Clerk File No. RES. 13. 593

Agenda No. 10.2.14

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO FIREFIGHTER ONE LLC, FOR THE PURCHASE AND DELIVERY OF BALLISTIC PERSONAL PROTECTION EQUIPMENT BODY ARMOR UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (JCPD EMERGENCY SERVICES UNIT) FUNDED THROUGH THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FY 2012 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Jersey City Police Department, Emergency Services Unit provides tactical responses to critical incidents throughout the City; and

WHEREAS, in order to afford the maximum level of protection to members of the Jersey City Police, Emergency Services Unit while responding to these critical incidents many of which involve heavily armed or barricaded subjects a need exists to provide **Ballistic Personal Protection Equipment**; 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, funding this purchase is an allowable expense under the FY-12 Department of Homeland Security Urban Area Security Initiative at no expense to the city; and

WHEREAS, FireFighter One LLC, 26 Gail Court, Suite 1, Sparta, New Jersey 07871 is in possession of State Contract No. A81316, submitted a proposal for **Ballistic Personal Protection Equipment**; and

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

Account	P.O. #	State Contract	Total Contract
02-213-40-272-314	110755	A81316	\$41,325.00

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 FireFighter One, LLC, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

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

RESOLVED, 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 to page 2)

City Clerk File No. RES. 13. 593

Agenda No. 10.2.14 AUG 28 2013

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO FIREFIGHTER ONE LLC, FOR THE PURCHASE AND DELIVERY OF BALLISTIC PERSONAL PROTECTION EQUIPMENT BODY ARMOR UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (JCPD EMERGENCY SERVICES UNIT) FUNDED THROUGH THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FY 2012 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

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 02-213-40-272-314.

Account	P.O. #	State Contract	Total Contract
02-213-40-272-314	110755	A81316	\$41,325.00

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

PF/pv 8/13/13

APPROVED: [Signature] Business Administrator

APPROVED AS TO LEGAL FORM [Signature] Corporation Counsel

Certification Required [] Not Required []

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

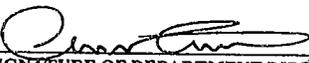
[Signature] Robert Byrne, City Clerk

LEGISLATIVE 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 RESOLUTION AGREEMENT:** RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO FIREFIGHTER ONE, LLC FOR THE PURCHASE AND DELIVERY OF BALLISTIC PERSONAL PROTECTION EQUIPMENT BODY ARMOR UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (JCPD EMERGENCY SERVICES UNIT)
2. **NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING RESOLUTION:** W. Greg Kierce, Director of Office of Emergency Management & Homeland Security, 201-547-5681.
3. **DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:** To afford the maximum level of protection to members of the Jersey City Police and Emergency Services Unit while responding to these critical incidents.
4. **REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC.:** Personal protection equipment body armor for Law Enforcement Officers.
5. **ANTICIPATED BENEFITS TO THE COMMUNITY:** The Jersey City Police Department, Emergency Services Unit provides tactical responses to critical incidents throughout the City.
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 Forty One Thousand, Three Hundred Twenty Five Dollars (\$41,325.00) funded through the Office of Emergency Management & Homeland Security FY 2012 Urban Area Security Initiative Grant (UASI).
7. **DATE PROPOSED 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.

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.


SIGNATURE OF DEPARTMENT DIRECTOR

8/13/13
DATE


SIGNATURE OF DIRECTOR OF PURCHASING

8/15/13
DATE



26 Gail Court Suite #1 Sparta, NJ 07871
 Phone (973) 940-3061 Fax (973) 860-1388
 www.FF1.com

ESTIMATE

Estimate #	133885
Date	8/12/2013

Bill to Address:

City of Jersey City
 Jersey City Police
 Emergency Service Unit
 575 Rt 440
 Jersey City, NJ 07305

Ship to Address:

City of Jersey City
 Jersey City Police
 Emergency Service Unit
 575 Rt 440
 Jersey City, NJ 07305

ESTIMATE VALID FOR 60 DAYS

Requested by	John Antman
Account Manager	Jon Van Norman

Description	Qty	Cost	Total
Survival Armor ® Covert Overt Tactical Vest (does not include conceal panels) Phoenix6 IIIA ballistic package MSRP: \$1,643.00 (Pg.5)	15	821.50	12,322.50
Optional Accessories:			
Plates - NIJ-STD-0101.06 (Priced Individually) SA6-IV - 10" x 12" - Ceramic/Aramid - Single Curve - Std. or Shooters cut (Model #26600) MSRP: \$715.00 (Pg. 6)	30	357.50	10,725.00
Throat Protector- Phoenix- 0101.06 MSRP: \$56.00 (Pg. 5)	15	28.00	420.00
Sleeves -Phoenix- 0101.06 MSRP: \$498.00 (Pg. 5)	15	249.00	3,735.00
Collar/Yoke - Phoenix- 0101.06 MSRP: \$383.00 (Pg. 5)	15	191.50	2,872.50
Groin Guard - Phoenix- 0101.06 MSRP: \$219.00 (Pg. 5)	15	109.50	1,642.50
NEW JERSEY STATE CONTRACT # A81316 / SURVIVAL ARMOR LINE # 00246 / COMM CODE:680-08-042904			
SA-6x6-IV (Priced Individually) Side Plate	30	175.00	5,250.00
Survival Armor ® SPEC-OPS Helmet	15	290.50	4,357.50
Prepared by: Jason Van Norman	Total		\$41,325.00

Signature: _____
 Printed Name: _____

Municipal P.O. [] Department to pay []
 P.O. # _____



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FIREFIGHTER ONE LIMITED LIABILITY COMPANY

Trade Name:

Address: 26 GAIL COURT STE 1
SPARTA, NJ 07871-3487

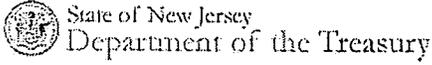
Certificate Number: 1150194

Effective Date: May 12, 2005

Date of Issuance: August 12, 2013

For Office Use Only:

20130812122725854



Search All of NJ [dropdown] [input] [button]

NJ Home | Services A to Z | Departments/Agencies | FAQs

— Division of Purchase and Property —

TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0106 12-x-21817	POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE	SURVIVAL ARMOR INC	81316
			TOP



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Treasury: Home | Services | People | Businesses | Departments/Agencies | Forms | Contact Us
Statewide: NJ Home | Services A to Z | Departments/Agencies | FAQs
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State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P. O. Box 230
Trenton, New Jersey 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

AMENDMENT #3
T-0106

SOLICITATION #21817

TO: State Agencies and Cooperative Purchasing Partners
DATE: June 13, 2012
FROM: Jackie Kemery, Procurement Supervisor
SUBJECT: Police and Homeland Security Equipment and Supplies
CONTRACT PERIOD: ~~May 1, 2012 to April 30, 2012~~ 8/1/12 - 4/30/15

Please be advised that the following distributors added to the following contracts:

A81300 – Advanced Electronics d/b/a PC Controls

General Sales Administration
t/a Major Police Supply
47 N. Dell Ave.
Kenvil, NJ 07847
Phone: 973-584-7714
Contact Person: Bob Merten
Email: bmerten@majorpolicesupply.com

A81302 – Lakeland Industries, Inc.

Aramco-New Jersey, Inc.
1480 Grandview Avenue
Thorofare, NJ 08086-0029
Phone: 856-686-7700
Contact Person: Patty Kalkanidis
Email: pkalkanidis@aramsco.com

A81316 – Survival Armor

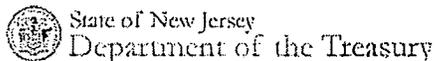
Firefighter One LLC
26 Gail Court
Sparta, NJ 07871
Phone: 973-940-3061
Contact Person: Jason Van Norman
Email: Jason@FF1.com

A81331 – Code 3 Inc.

Mall Chevrolet
75 Haddonfield Road
Cherry Hill, NJ 08002
Phone: 856-449-9254
Contact Person: Richard DiRenzo
Email: ret2600@gmail.com

Norcia Corporation
451 Blackhorse Lane
North Brunswick, NJ 08902
Phone: 732-297-1101
Contact Person: Pat Norica
Email: noricacorp@gmail.com

All other terms and conditions remain unchanged.



— Division of Purchase and Property —

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

**T-0106
POLICE AND HOMELAND SECURITY EQUIPMENT
AND SUPPLIES - STATEWIDE**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to CAROLYN WILSON

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

[Download All Documents](#)

- [State Contract Manager Adobe PDF \(7 kb\)](#)
- [Price List Link](#)
- [Subcontractor List Excel Document \(90 kb\)](#)
- [Amendment #1 - Product Addition Adobe PDF \(76 kb\)](#)
- [Amendment #2 - Product Addition Adobe PDF \(30 kb\)](#)
- [Amendment #3 - Additional Distributors Adobe PDF \(28 kb\)](#)
- [Amendment #4 - Product Addition Adobe PDF \(14 kb\)](#)
- [Amendment #5 - Product Addition Adobe PDF \(6 mb\)](#)
- [Amendment #6 - Product Addition Adobe PDF \(24 kb\)](#)
- [Amendment #7 - Additional Distributors Adobe PDF \(12 kb\)](#)
- [Amendment #8 - Product Addition Adobe PDF \(48 kb\)](#)
- [Amendment #9 - Additional Distributors Adobe PDF \(15 kb\)](#)
- [Amendment #10 - Product Cancellation Adobe PDF \(44 kb\)](#)
- [Amendment #11 - Product Addition Adobe PDF \(46 kb\)](#)
- [Amendment #12 - Product Addition Adobe PDF \(130 kb\)](#)
- [Amendment #13 - Additional Distributors Adobe PDF \(12 kb\)](#)
- [Amendment #14 - Product Addition Adobe PDF \(26 kb\)](#)
- [Amendment #15 - Price List Update Adobe PDF \(156 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-0106
Contract #:	VARIOUS
Contract Period:	FROM: 05/01/12 TO: 04/30/15
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	21817
Bid Open Date:	01/11/12

	PO BOX 100 ANNANDALE, NJ 08801
Contact Person:	ROBERT MARLOW
Contact Phone:	908-735-7700
Order Fax:	908-735-2355
Contract#:	81326
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	14 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	SURVIVAL ARMOR INC 13881 PLANTATION RD INTERNATIONAL CTR 1 UNIT8 FORT MYERS, FL 33912
Contact Person:	CATHY LOW E
Contact Phone:	239-210-0891
Order Fax:	239-210-0898
Contract#:	81316
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	TASER INTERNATIONAL INC 17800 NORTH 85TH ST SCOTTSDALE, AZ 85255
Contact Person:	JULIA BODE
Contact Phone:	800-976-2737
Order Fax:	480-991-0791
Contract#:	81321
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC 2 RADCLIFF RD TEW KSBURY, MA 01876
Contact Person:	DAVE MASSINGHAM

Contract#: 81316	Title: POLICE AND HOMELAND SECURITY EQUIPMENT
Dealer/Distributor Name & Address:	LANIGAN ASSOCIATES INC 496 SHREWSBURY AVENUE TINTON FALLS NJ 07701
Contact Person:	PHILIP J LANIGAN
Contact Phone:	732-530-0447
Dealer/Distributor Name & Address:	LAW MEN SUPPLY CO NJ INC 7115 AIRPORT HIGHWAY PENNSAUKEN NJ 08109
Contact Person:	LINDA T MAGOLDA
Contact Phone:	609-965-7307
Dealer/Distributor Name & Address:	RED THE UNIFORM TAILOR INC 475 OBERLIN AVE SOUTH LAKEWOOD NJ 08701
Contact Person:	PATRICIA KLEIN
Contact Phone:	848-299-0100
Dealer/Distributor Name & Address:	VINDAN INC DBA HARRIS UNIFORMS 259 MAIN STREET HACKENSACK NJ 07601
Contact Person:	VINCENT GRAZIANI
Contact Phone:	201-343-7372
Contract#: 81318	Title: POLICE AND HOMELAND SECURITY EQUIPMENT
Dealer/Distributor Name & Address:	MOBILE FLEET INC 527 ROUTE 303 ORANGEBURG NY 10962-1303
Contact Person:	
Contact Phone:	000-000-0000
Contract#: 81319	Title: POLICE AND HOMELAND SECURITY EQUIPMENT
Dealer/Distributor Name & Address:	EAGLE POINT GUN SHOP T J MORRIS & SON 1707 THIRD STREET THOROFARE NJ 08086
Contact Person:	THOMAS J MORRIS III
Contact Phone:	856-848-6945
Dealer/Distributor Name & Address:	LAW MEN SUPPLY CO NJ INC 7115 AIRPORT HIGHWAY PENNSAUKEN NJ 08109
Contact Person:	LINDA T MAGOLDA
Contact Phone:	609-965-7307
Contract#: 81327	Title: POLICE AND HOMELAND SECURITY EQUIPMENT
Dealer/Distributor Name & Address:	ATLANTIC TACTICAL INC 763 CORPORATE CIRCLE NEW CUMBERLAND PA 17070
Contact Person:	SEAN CONNVILLE
Contact Phone:	717-774-3339
Dealer/Distributor Name & Address:	CELEBRITY FLEET OPERATIONS LLC D/B/A BEYER-W ARNOCK FLEET 31 WILLIAMS PARKWAY EAST HANOVER NJ 07936
Contact Person:	BARBARA M. BEYER
Contact Phone:	973-319-7011

P/L DATED : 1/1/12 - RETAIL P/L # :REV.1008					
Vendor: SURVIVAL ARMOR INC			Contract Number: 81316		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00246	COMM CODE: 680-08-042904 [POLICE AND PRISON EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND : SURVIVAL ARMOR DELIVERY: 30 DAYS ARO P/L DATED : 1/2/12 - RETAIL	1.000	EACH	50.00%	N/A
Vendor: TASER INTERNATIONAL INC			Contract Number: 81321		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00070	COMM CODE: 680-92-082838 [POLICE AND PRISON EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: LESS LETHAL WEAPONS BRAND : TASER INTERNATIONAL P/L DATED : 10/21/11 AND 12/05/11	1.000	EACH	NET	N/A
Vendor: THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC			Contract Number: 81355		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00135	COMM CODE: 257-31-082718 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: CBRNE DETECTION BRAND : THERMO PAI P/L DATED : 1/12 - LIST P/L # : OFFICIAL STATE OF NJ, PRICE LIST	1.000	EACH	NET	N/A
Vendor: TJH CHEVROLET CO LLC DEA CLASSIC CHEROLET			Contract Number: 81345		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00107	COMM CODE: 680-97-021437 [POLICE AND PRISON EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: AUDIBLE & VISUAL EMERGENCY SIGNAL SYSTEM HOURLY LABOR RATE FOR INSTALLATION OF EQUIPMENT	1.000	EACH	N/A	\$90.00000
Vendor: TRIANGLE COMMUNICATIONS LLC			Contract Number: 81343		



Toll Free 866.668.5001
Telephone 239.210.0891

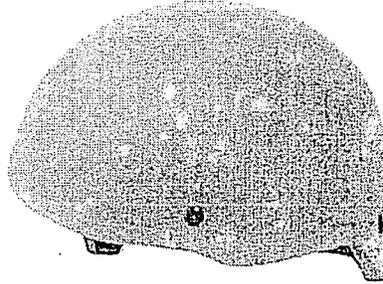
TACTICAL CONCEALABLE CORRECTIDNAL HARD ARMOR K9 SPECIAL USE MILITARY



SPEC OPS

The Special Ops Helmet is designed for use by special forces where lightweight and minimal interference to visual and hearing functions are essential. The low profile helmet provides excellent compatibility with communications equipment, gas masks, balactawas, etc.

Helmet covers available in a variety of colors.



ONLINE VIDEOS



COMPARE

- [MIL '06 Standard](#)
- [Special Head Testing](#)
- [Webinars](#)

DOWNLOADS

- [Product Catalog \(PDF Version\)](#)
- [Warranty Card](#)

MEASURING/SIZING

- [Male Sizing Chart](#)
- [Female Sizing Chart](#)

Measuring Sheets may be emailed to orders@survivalarmor.com or faxed in to 239-210-0899 along with a purchase order..

WARRANTY REGISTRATION

Online Product Warranty Registration



TRANSLATE



Toll Free 866.868.5001
Telephone 239.210.0891

TACTICAL CONCEALABLE CORRECTIONAL HARD ARMOR 19 SPECIAL USE MILITARY

Covert Overt

Survival Armor © introduces its state-of-the-art Covert Overt Vest. This vest was designed to give the end-user the ultimate in flexibility in donning body armor. It can go from an Overt Tactical vest to a Covert Concealable vest by removing the front and back panels from the tactical outer shell to the Survival Armor Vertex concealable carrier or the Undercover carrier. The tactical outer shell can also function as an active shooter vest. The end-user already has his concealable vest underneath his uniform and is called into a high threat situation the concealable vest underneath the uniform will function as the front and back panels with the tactical outer shell having additional soft ballistic coverage in the external cummerbund and over the shoulders. The tactical outer shell with the additional soft ballistics, the full 360 MOLLE system, the external dual 8x10 – 10x12 plate pockets will give the end-user protection and functionality needed for any situation.



Standard Features:

- Mil-Spec Cordura
- 360 Degree MOLLE
- Internal Cummerbund
- External Ballistic Cummerbund
- Ballistic Shoulder Inserts
- Heavy Duty Drag Strap
- External Dual 8x10 and 10x12 plate pockets
- Removable 6x6 side plate pockets
- Body Side Vertical and Horizontal coating channels with padded mesh

Available in all of Survival Armor's Ballistic Packages

ONLINE VIDEOS



COMPARE

- M5 05 Standard
- Special Threat Testing
- No Ballistics

DOWNLOADS

- Product Catalog (PDF Version)
- Warranty Card

MEASURING/SIZING

- Male Sizing Chart
- Female Sizing Chart

Measuring Sheets may be emailed to orders@survivalarmor.com or faxed in to 239-210-0695 along with a purchase order.

WARRANTY REGISTRATION

Online Product Warranty Registration



TRANSLATE



SURVIVAL ARMOR

Toll Free 866.868.5001
Telephone 239.210.0891

TACTICAL CONCEALABLE CORRECTIONAL HARD ARMOR KB SPECIAL USE MILITARY



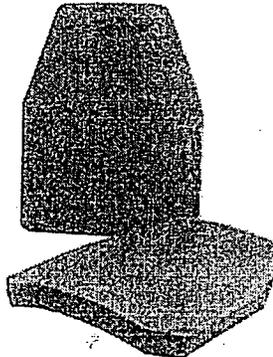
SA6IV

LEVEL IV Ballistic Protection to NIJ 0101.06 Level IV Stand Alone

SA6IV 10X12 Level IV Single Curve 1.15 inches thick 7.9 lbs

SA6IV 10X12 Level IV Single Curve Shooters cut 1.15 inches thick 7.1 lbs

Threats



WEAPON TYPE	AMMUNITION	STRIKING VELOCITY
Rifle M-1	30.06 AP M2*	2890 ft/s
Rifle FN FAL	7.62x51mm-M80 Ball	2780 ft/s
Rifle FN FAL	7.62x51mm-M81 AP*	2780 ft/s
Rifle M-16/AR-15	5.56x45mm-M193/M855/SS109	3180 ft/s
Rifle SVD, Dragunov M.G.-PKM	7.62x54R-LPS	2850 ft/s
Rifle SVD, Dragunov M.G.-PKM	7.62x54R-B-32 API*	2850 ft/s
Rifle AK-47, M, SKS	7.62x39mm-AP1*	2400 ft/s
Rifle AK-47, M, SKS	7.62x39mm-Ball/Steel Core	2400 ft/s

ONLINE VIDEOS



COMPARE

- NIJ 06 Standard
- Spectral Threat Testing
- No Ballistics

DOWNLOADS

- Product Catalog (PDF version)
- Warranty Card

MEASURING/SIZING

- Male Sizing Chart
- Female Sizing Chart

Measuring Sheets may be emailed to orders@survivalarmor.com or faxed in to 239-210-0893 along with a purchase order.

WARRANTY REGISTRATION

Online Product Warranty Registration



TRANSLATE

State of New Jersey
Proposal: 12-X-21817
For: Police and Homeland Security Equipment and Supplies

Discount: 50%



SURVIVAL ARMOR®

IT'S ALL ABOUT SURVIVAL...

13881 Plantation Road, International Center I, Unit 8
Fort Myers, FL 33912

Ph: 239-210-0891 ~ Fx: 239-210-0898

www.survivalarmor.com

PRODUCT Retail Price List

Effective 1/2/2012

No. Rev. 6

Concealable Body Armor

NII-STD-0101.06 Armor

Falcon ⁶		<u>Level II</u>	<u>Level IIIA</u>
	Male & Female	\$1,423	\$1,642

Each Falcon⁶ concealable vest has our window VisiBallistics™ and supplied with our top-of-the line VERTEX™ carrier system including our patented LDSS Strapping System, and a 5"x8" trauma pac. Female armor comes with a new state-of-the-art VANTAGE™ carrier system, and a 5" x 8" trauma pac.

Phoenix ⁶		<u>Level II</u>	<u>Level IIIA</u>
	Male & Female	\$1,188	\$1,377

Each Phoenix concealable vest has our window VisiBallistics™ and supplied with our top-of-the line VERTEX™ carrier system including our patented LDSS Strapping System, and a 5"x8" trauma pac. Female armor comes with a new state-of-the-art VANTAGE™ carrier system, and a 5" x 8" trauma pac.

Performance		<u>Level II</u>	<u>Level IIIA</u>
	Male & Female	\$928	\$1,071

Each Performance concealable vest has our window VisiBallistics™ and supplied with our top-of-the line VERTEX™ carrier system, and a 5"x8" trauma pac. Female armor comes with a new state-of-the-art VANTAGE™ carrier system, and a 5" x 8" trauma pac.

NII-STD-0101.04/ 05' Interim Armor

Falcon		<u>Level II</u>	<u>Level IIIA</u>
	Male & Female	\$1,316	\$1,535

Each Falcon concealable vest has our window VisiBallistics™ and supplied with our top-of-the line VERTEX™ carrier system including our patented LDSS Strapping System, and a 5"x8" trauma pac. Female armor comes with a new state-of-the-art VANTAGE™ carrier system, and a 5" x 8" trauma pac.

Phoenix		<u>Level II</u>	<u>Level IIIA</u>
	Male & Female	\$1,255	\$1,459

Each Phoenix concealable vest has our window VisiBallistics™ and supplied with our top-of-the line VERTEX™ carrier system including our patented LDSS Strapping System, and a 5"x8" trauma pac. Female armor comes with a new state-of-the-art VANTAGE™ carrier system, and a 5" x 8" trauma pac.

Paragon™		<u>Level II</u>	<u>Level IIIA</u>
	Male & Female	\$1,081	\$1,377

Each Paragon™ concealable vest has our window VisiBallistics™ and supplied with our top-of-the line VERTEX™ carrier system including our patented LDSS Strapping System, and a 5"x8" trauma pac. Female armor comes with a new state-of-the-art VANTAGE™ carrier system, and a 5" x 8" trauma pac.

Concealable Accessories

VERTEX™ Premium Carrier	\$192
VANTAGE™ Premium Carrier	\$192
Under Cover Style Carrier	\$192
Shock Shield Premium Carrier	\$275
CTC - Concealable Tactical Carrier	\$194
CTC/MOLLE - Concealable Tactical Carrier	\$326
Heavy Duty Carrier	\$168
*Uniform Shirt Carrier	\$112

**Available in all uniform shirt colors*

		<u>Side Opening</u>	<u>Front Opening</u>
*OC-Assault Carrier	Standard - 5 pockets	\$352	\$425
<i>(Lg. Utility 3 1/4 x 6 x 2, Sm. Utility 3 3/4 x 4 x 2, flashlight, radio & handcuff)</i>			
OC-Assault Carrier	Molle - No pockets	\$281	\$395
OC-Assault Carrier	Molle - 4 pockets	\$332	\$425
*Rangemaster	Standard - 5 pockets	\$352	\$425
<i>(Lg. Utility 3 1/4 x 6 x 2, Sm. Utility 3 3/4 x 4 x 2, flashlight, radio & handcuff)</i>			
Rangemaster	Molle - No pockets	\$281	\$395
Rangemaster	Molle - 4 pockets	\$332	\$425

**Any deviations on standard pockets will incur an additional fee*

5"x8" Trauma Pac	\$117
7"x9" Trauma Pac	\$173
5"x8" L7 Semi-Rigid Plate	\$168
7"x9" L7 Semi-Rigid Plate	\$230
10" x 12" L7 Semi-Rigid Plate	\$342
5"x8" L9 Metal Plate	\$82
High Performance T-Shirt - Crew & V-Neck	\$68
<i>*Above T-Shirts in White and Black</i>	
Concealable Vest Carry Bag	\$82

Correctional Armor

NIJ-STD-0101.06 Armor/0115.00 Armor

PEACEKEEPER™ - Combination

Male & Female

Ballistic 2/Spike 2

\$1,632

Ballistic 3/Spike 3

\$1,734

Each PeaceKeeper concealable vest has our window VisiBallistics™ and supplied with our top-of-the line VERTEX™ carrier system including our patented LDSS Strapping System, and a 5"x8" trauma pac. Female armor comes with a new state-of-the-art VANTAGE™ carrier system, and a 5" x 8" trauma pac.

NIJ-STD-0101.04/ 05' Interim/0115.00 Armor

PEACEKEEPER™ - Combination

Male & Female

Ballistic 3/Spike 3

\$1,811

Each PeaceKeeper concealable vest has our window VisiBallistics™ and supplied with our top-of-the line VERTEX™ carrier system including our patented LDSS Strapping System, and a 5"x8" trauma pac. Female armor comes with a new state-of-the-art VANTAGE™ carrier system, and a 5" x 8" trauma pac.

NIJ-STD-0115.00 Armor

PEACEKEEPER™

Male & Female

Spike 1

\$1,076

Spike 2

\$1,292

Spike 3

\$1,505

Each PeaceKeeper concealable vest has our window VisiBallistics™ and supplied with our top-of-the line VERTEX™ carrier system including our patented LDSS Strapping System.

Female armor comes with a new state-of-the-art VANTAGE™ carrier system.

Concealable carriers available in: White, Navy, Black, Tan, Brown, Olive, and Gray

Under cover style carriers available in: White

Tactical Armor

	Standard:	0101.04/05'	0101.06	0101.06	0101.06
		<u>Paragon</u>	<u>Falcon</u>	<u>Phoenix</u>	<u>Performance</u>
Shadow™		\$2,433	\$3,290	\$2,807	\$2,326
Phantom™		\$2,479	\$3,014	\$2,506	\$1,999
Vanish™		\$2,866	\$3,509	\$2,970	\$2,433
Spirit - includes groin guard		\$2,703	\$3,065	\$2,611	\$2,157
Warrior - includes groin guard		\$2,382	\$2,856	\$2,562	\$2,270
Warrior/FOT- includes groin guard		\$2,646	\$3,774	\$3,154	\$2,534
SATV		\$2,866	\$3,322	\$3,038	\$2,754
ASRV		~	\$2,423	\$2,015	\$1,607
D-Tac		\$2,754	\$3,672	\$3,162	\$2,652
Covert Overt		~	\$1,802	\$1,643	\$1,431
Urban Police		\$1,423	\$1,780	\$1,428	\$1,076
International Tac		\$1,709	\$2,221	\$1,799	\$1,377
Mil-Tac		\$1,862	\$2,433	\$1,943	\$1,454
Trident - flotation vest	\$3,570				

Tactical Accessories

	Standard	0101.04/05'	0101.06	0101.06	0101.06
		<u>Paragon</u>	<u>Falcon</u> ⁶	<u>Phoenix</u>	<u>Performance</u>
Throat Protector		\$46	\$77	\$56	\$36
Collar/Yoke		\$393	\$461	\$383	\$306
Groin Guard		\$230	\$273	\$219	\$163
Side Plate Carrier System		\$449	\$560	\$479	\$398
Side Plate Carrier System NB		\$173	\$185	\$180	\$173
DAPS Enhanced Side/Shoulder		\$1,214	\$1,530	\$1,217	\$903
Sleeves		\$459	\$587	\$498	\$408
Additional Tactical Pockets			\$31		
ID Flaps -set			\$36		
CSAS - Confined Space Assault Shield					\$3,315
SRS - School Resource Officer Shield					\$5,099

Additional Plate Carrier Systems

ISS - Integrated Support System	\$163
Modular Rifle Plate Carrier	\$220
MOLLE Plate Carrier	\$128

Tactical in: Black, Navy, Brown, ACU Universal Digital, Coyote, OD, 3 Color Desert

\$25 upcharge for Multi-Cam pattern

Tactical jacket purchased in MOLLE include 4 pockets, front & back ID flaps

K9 Armor

		<u>Falcon</u>	<u>Phoenix</u>	<u>Performance</u>
K9 Handler		\$3,366	\$2,754	\$2,142
K9	Level II	\$1,571	\$1,295	\$1,019
K9	Level IIIA	\$1,877	\$1,601	\$1,325

Helmets

SA-MICH-Slick			\$561	
SA-PASGT-Slick			\$561	
SA-SPEC-OPS-Slick			\$581	

Blankets

Ballistic Blankets

Frag Blankets

30"x72"	\$2,514	\$7,023
32"x72"	\$1,668	\$7,023
36"x48"	\$2,892	\$3,555
36"x72"	\$2,892	\$7,023
48"x48"	\$3,055	\$4,779
48"x72"	\$3,570	\$7,023

Plates

SA-PIII-SC - 10"x12" - Polyethylene - Single Curve, Level III - Std. or Shooters cut	\$1,102
SA-PIII-TC - 10" x 12" - Polyethylene - Triple Curve, level II - Std. or Shooter cut	\$1,102
SA-CASCIV - 10"x12" - Ceramic/Aramid - Single or Triple Curve, level IV	\$546
SA-SCSCIV - 10"x12" - Ceramic/Aramid- S. Cut - Single or Triple Curve, level IV	\$551

Plates - NIJ-STD-0101.06

SA6-III+-10"X12" - Polyetheylene - Single Curve - Std. or Shooters cut (Model #23600)	\$1,269
SA6-III++ - 10"x12" - Ceramic - Multi-Curve - Std. or Shooters cut (Model #23706)	\$1,381
SA6-IV - 10" x 12"- Ceramic/Aramid - Single Curve - Std. or Shooters cut (Model #26600)	\$715

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

City Clerk File No. RES. 13.594

Agenda No. 10.2.15

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CELEBRITY OF MORRISTOWN, LLC D/B/A BEYER CJDR FOR THE PURCHASE OF FORD EXPLORER VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Three (3) Ford Explorer Vehicles** for the Department of Public Safety (Police); 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, Celebrity of Morristown, LLC D/B/A Beyer CJDR, 200 Ridgedale Avenue, Morristown, New Jersey 07962 is in possession of State Contract No. **A83013**, submitted a proposal for **Three (3) Ford Explorer Vehicles**; and

WHEREAS, funds are available for this contract in the **Law Enforcement Trust Fund Account**;

Account	P.O. #	State Contract	Total Contract
16-290-55-000-800	110741	A83013	\$95,653.00

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

WHEREAS, as per the Director of Automotive, the **Three (3) Ford Explorer Vehicles** are in compliance with the Mayor's Green Initiative Program, Ordinance 09-004; and

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

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

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

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

(Continued to page 2)

City Clerk File No. RES. 13.594

Agenda No. 10.2.15 AUG 28 2013

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CELEBRITY OF MORRISTOWN, LLC D/B/A BEYER CJDR FOR THE PURCHASE OF FORDEXPLORER VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

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

Account	P.O. #	State Contract	Total Contract
16-290-55-000-800	110741	A83013	\$95,653.00

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

PF/pv 8/07/13

APPROVED: [Signature]

APPROVED: [Signature] Business Administrator

APPROVED AS TO LEGAL FORM

[Signature] Corporation Counsel

Certification Required [checked]

Not Required [unchecked]

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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 front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **Full Title of Ordinance/Resolution/Cooperation Agreement :**
RESOLUTION AUTHORIZING AN AGREEMENT WITH CELEBRITY OF MORRISTOWN, LLC /D/B/A/: BEYER CJDR FOR THE PURCHASE OF FORD EXPLORERS UNDER STATE CONTRACT FOR THE JERSEY CITY POLICE DEPARTMENT.

2. **Name and Title of Person Initiating Ordinance/Resolution :**
JAMES SHEA, POLICE DIRECTOR

3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**
THE PURCHASE OF THREE NEW POLICE VEHICLES FOR USE BY THE JERSEY CITY POLICE DEPARTMENT.

4. **Reasons (Need) for the Proposed Program, Project, etc.:**
REPLACEMENT OF VEHICLES PAST THEIR USEFUL LIFE

5. **Anticipated Benefits to the Community:**
MAINTAINING PUBLIC SAFETY

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

NINETY FIVE THOUSAND SIX HUNDRED AND FIFTY THREE DOLLARS
(\$95,653.00)

7. **Date Proposed Program or Project will Commence:**
AUGUST, 2013

8. **Anticipated Completion Date:**
SEPTEMBER, 2013

9. **Person Responsible for Coordinating Proposed Program/Project:**
HECTOR ORTIZ, AUTOMOTIVE DIRECTOR

I certify that all the facts presented herein are accurate.



Signature of Department Director

08/14/13
Date



CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
110741

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

PURCHASE ORDER & VOUCHER



CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # **0162784**
BUYER **STATECONT**

DATE	VENDOR NO
08/07/2013	CE101130

VENDOR INFORMATION

CELEBRITY OF MORRISTOWN, LLC
D/B/A: BEYER CJDR
200 RIDGEDALE AVENUE
MORRISTOWN NJ 07962

DELIVER TO
City of Jersey City
Dept. Of Public Works
575 Route 440
JERSEY CITY NJ 07306

BILL TO
POLICE DEPARTMENT
1 JOURNAL SQ. PLAZA
4TH FLOOR
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
2.00	EA	FORD EXPLORER XLT COLOR BLACK, 3.5 V6, 4 DOOR, AWD, 136 AMP ALT. MIN CLOTH BUCKET FRONT, HEAVY DUTY FLOOR MATS, 6 SPEED AUTO TRANS, RADIO NOISE SUPP FULL SIZE SPARE, STEEL WHEELS, SKIP PLATE, POWER HEATED MIRRORS, TILT STEERING, A/C, AM/FM, REAR DEFOG, ALL STANDARD OPTIONS, XLT PKG, UNDERCOVER LIGHTS AND SIREN PACKAGE	16-290-55-000-800	33,251.0000	66,502.00
1.00	EA	BASE FORD EXPLORER T-2007: VEHICLES, SPORT UTILITY (SUV) SC A83013 ACCT. 2014324645 RESO _____, D/D _____	16-290-55-000-800	29,151.0000	29,151.00

TAX EXEMPTION NO. **22-6002013**

PO Total 95,653.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

8/7/13

APPROVED BY ACCOUNTS & CONTROL

DATE

Original Copy

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

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition #

0162784

Assigned PO #

Requisition

Vendor
CELEBRITY OF MORRISTOWN, LLC
D/B/A: BEYER CJDR
200 RIDGEDALE AVENUE
MORRISTOWN NJ 07962
CE101130

Dept. Bill To
POLICE DEPARTMENT
Dept. Of Public Works
4TH FLOOR
JERSEY CITY

Dept. Ship To
City of Jersey City
Dept. Of Public Works
575 Route 440
JERSEY CITY NJ 07306

Contact Info
Hector Ortiz/ Automotive
000000000.



Quantity	UOM	Description	Account	Unit Price	Total
2.00	EA	FORD EXPLORER XLT COLOR BLACK, 3.5 V6, 4 DOOR, AWD, 136 AMP ALT. MIN CLOTH BUCKET FRONT, HEAVY DUTY FLOOR MATS, 6 SPEED AUTO TRANS, RADIO NOISE SUPP FULL SIZE SPARE, STEEL WHEELS, SKIP PLATE, POWER HEATED MIRRORS, TILT STEERING, A/C, AM/FM, REAR DEFOG, ALL STANDARD OPTIONS, XLT PKG, UNDERCOVER LIGHTS AND SIREN PACKAGE	1629055000800000	33,251.00	66,502.00
1.00	EA	BASE FORD EXPLORER T-2007: VEHICLES, SPORT UTILITY (SUV) SC A83013 ACCT. 2014324645 RESO _____, D/D _____	1629055000800000	29,151.00	29,151.00

Requisition Total 95,653.00

Req. Date: 07/24/2013

Requested By: RBAKER

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

CITY OF JERSEY CITY

Requisition #

0162784

Assigned PO #

Requisition

Vendor
CELEBRITY OF MORRISTOWN, LLC
D/B/A: BEYER CJDR
200 RIDGEDALE AVENUE
MORRISTOWN
CE101130

Dept. Bill To
POLICE DEPARTMENT
1 JOURNAL SQ. PLAZA
4TH FLOOR
JERSEY CITY



Dept. Ship To

Contact Info
Hector Ortiz/ Automotive
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
3.00	EA	FORD EXPLORER XLT COLOR BLACK, 3.5 V6, 4 DOOR, AWD, 136 AMP ALT. MIN CLOTH BUCKET FRONT, HEAVY DUTY FLOOR MATS, 6 SPEED AUTO TRANS, RADIO NOISE SUPP FULL SIZE SPARE, STEEL WHEELS, SKIP PLATE, POWER HEATED MIRRORS, TILT STEERING, A/C, AM/FM, REAR DEFOG, ALL STANDARD OPTIONS, XLT PKG, UNDERCOVER LIGHTS AND SIREN PACKAGE	1629055000800	.00	.00

UNDER STATE CONTRACT #83013

IT is: 8/7/13
2 XLT 33,257.

1 Ford 29,151.

H. Ortiz
10:30 AM

Requisition Total .00

Req. Date:

Requested By: RBAKER

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

**** Liability Account ****

Fund **16** LAW ENFORCEMENT TRUST
 G/L **290** ACCRUED INTEREST
 Cafr **55** OTHER LIABILITIES
 Subsidiary
 Line Item **800** RES FOR FEDERAL FORFEITED
 Sort Code
 Year/Period **2013 / 8**
 Chg. Year/Period

Starting Debit Balance	00.
Starting Credit Balance	265,146.41
Beginning Balance	265,146.41
YTD Debits	230,554.20
YTD Credits	842,937.76
Open Encumbered **	241,864.23
Ending Balance	612,383.56

- View in Ascending Order
- View in Descending Order

.New Acct Previous > < Next

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cr	Per	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VR	8	8/06/2013		POLICE INCIDENT	N/A	BUY MONEY FOR J	1,151.00	.00
CR	7	7/29/2013				LAW ENFORCEMEN	.00	21,110.63
CR	6	6/28/2013				RMRTV NO INVOIC	.00	1,637.02
CR	6	6/21/2013				RMRTV NO INVOIC	.00	24,317.14
CR	6	6/20/2013				LAW ENFORCEMENT	.00	7,222.02
CR	6	6/17/2013				RMRTVNO NO INV	.00	10,557.39
VR	6	6/19/2013		BUREAU OF ALCOH		OVERPAYMENT RE	116.36	.00
CR	5	5/30/2013				LAW ENFORCECEME	.00	3,918.79
CR	5	5/23/2013				LAW ENFORCEMEN	.00	6,588.05
CR	5	5/17/2013				LAW ENFORCEMEN	.00	1,162.84
VR	5	5/29/2013	106099	PINNACLE WIRELE	668		33,000.00	.00
CR	5	5/13/2013				LAW ENFORCEMEN	.00	47,691.75
VR	5	5/08/2013		JETRO CASH & CA		FOOD & BSUPPLIE	2,251.52	.00
CR	4	4/30/2013				INT 4/13 #200004	.00	4.56
CR	4	4/18/2013				LAW ENFORCEMEN	.00	2,857.99
VR	4	4/10/2013		PINNACLE WIRELE		REPAIRS	39,773.45	.00
VR	4	4/10/2013	10017R	DAPER CI TDS, INC.	030704	LECTERN	740.00	.00

Print Account

View Open Enc

View Lgl. Line



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BEYER OF MORRISTOWN LIMITED LIABILITY COMPANY

Trade Name: BEYER CHRYSLER JEEP DODGE RAM

Address: 200 RIDGEDALE AVE.
MORRISTOWN, NJ 07960-4089

Certificate Number: 1648976

Effective Date: June 28, 2011

Date of Issuance: August 07, 2013

For Office Use Only:

20130807104431688

2 XLT

Account #	2014324845	Order Date	3/6/2013
Name	JERSEY CITY	Salesman	Coert Sealy
Address	501 ROUTE 440	P.O. #	14322-13
City	JERSEY CITY	Voucher Req	In House?
State	NJ ZIP: 07305	Notary Req	Temp Plate
Telephone	(201) 432-4645	Contact	William J. Rooney
Fax	(201) 433-1869	Title	(201) 432-4645 x 626
FIN Ford:	QX575 Chevy: Dodge 0	E-Mail	

Quantity	Year	Make	Model	Engine	Trans.	Drive Line	Wheel Base	Ship To		
1	2013	Ford	Explorer	3.5L V6	Auto	4x4		East Hanover		
Exterior Color		Interior Color		Trim Level		Contract	Item #	PL	Concession	Amount
Black		Black		K8D - XLT - 200A		A83013	14	315	17805D	

Codes	Options	2- Light Install	Factory Order	Base Price	\$ 29,418.00
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Contract Options					
422	California Emissions				

Factory Options					
52T	Class III Trailer Towing Prep Package			\$	570.00
50M	Splash Guards			\$	185.00
16N	All Weather Mats			\$	75.00

Vehicle Only Price					\$ 30,248.00
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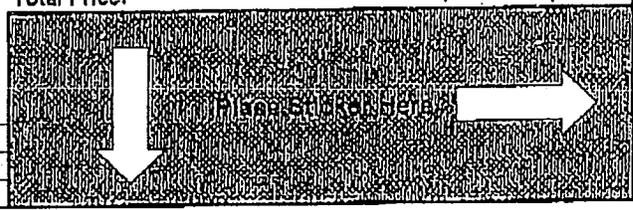
Dealer Installed Options					
	Rust Proof and Undercoat			\$	390.00
	EDH50 Series Wiring Harness			\$	730.00
	(1) Amber Vertex In Corners (4) in Headlights (2) in Reverse Lights			\$	1,500.00
	(2) Amber IONs Mounted in Grill				
	(1) LED Switch to Operate LEDs Mounted Left of Steering Wheel				

Vendor Supplied Option (Auto Concepts)					
	2" Ball and Pintle			\$	385.00

Vendor Supplied Option (Tropic Tint)					
	Limo Tint 2 Rear Doors & Cargo Area				

Lienholder		Total Price:	\$	33,251.00
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Split Invoices (PO # - Description - Amount)	\$			
--	----	--	--	--



1 base

Account #	2014324845	Order Date	3/6/2013
Name	JERSEY CITY	Salesman	Coert Sealy
Address	501 ROUTE 440	P.O. #	14322-13
City	JERSEY CITY	Voucher Req	In House?
State	NJ ZIP: 07305	Notary Req	Temp Plate
Telephone	(201) 432-4645	Contact	William J. Rooney
Fax	(201) 433-1869	Title	(201) 432-4645 x 626
FIN Ford:	QX575 Chevy: Dodge 0	E-Mail	

Quantity	Year	Make	Model	Engine	Trans.	Drive Line	Wheel Base	Ship To		
2	2013	Ford	Explorer	3.5L V6	Auto	4x4		East Hanover		
Exterior Color		Interior Color		Trim Level		Contract	Item #	PL	Concession	Amount
Black		Stone		K8B - Base - 100A		A83013	14	315	17901D	2,151.00

Codes	Options	2 - Light Install	Factory Order	Base Price	\$ 2,708.00
-------	---------	-------------------	---------------	------------	-------------

Contract Options					
422	California Emissions				

Factory Options					
52T	Class III Trailer Towing Prep Package			\$	570.00
50M	Splash Guards			\$	185.00
16N	All Weather Mats			\$	75.00

Vehicle Only Price					
\$ 2,538.00					

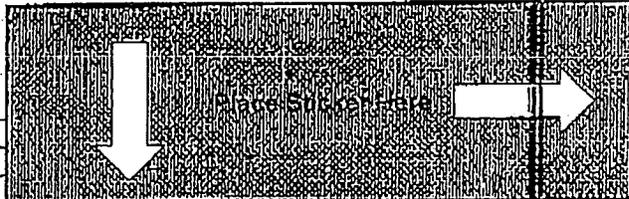
Dealer Installed Options					
	Rust Proof and Undercoat			\$	390.00
	Dome Light			\$	158.00
	EDH50 Series Wiring Harness			\$	730.00
	(6) Amber Vertex in Corners (4) in Headlights (2) In Reverse Lights				
	(2) Amber IONs Mounted in Grill			\$	500.00
	(1) LED Switch to Operate LEDs Mounted Left of Steering Wheel				

Vendor Supplied Option (Auto Concepts)					
	2" Ball and Pinle			\$	385.00

Vendor Supplied Option (Eastern Sun)					
	Rear Vinyl Seat			\$	450.00

Lienholder		Total Price:	\$	2,151.00
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Split Invoices (PO # - Description - Amount)	\$	
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Michael Razzoli, Director
Dept. of Public Works

CITY OF JERSEY CITY
Dept of Public Works
Div. of Automotive Maintenance
575 Route 440
Jersey City, New Jersey 07305

Hector Ortiz Dir Automotive
Dept. of Public Works

**Three (3) 2013-Ford Explorer all wheel drive
Under State Contract #A83013 For police dept
Celebrity ford Db
Beyer ford fleet**

INFORMATION TO BIDDERS

Each bidder represents that its proposal is based upon the specifications described in the bidding documents.

Where items are prescribed by a trade name or manufacture's model or catalog number, the named product shall be construed to read "or equivalent". If a bidder substitutes any item other than that named in these specifications, such item shall be the responsibility of the vendor. All information necessary to prove equivalency of the substituted item must be included with the proposal submitted at the bid reception. Failure to include this information with proposal will result in an automatic disqualification of the bid at the time of the bid reception. Proposed substitutions shall satisfy all design conditions including performance and physical properties which will be reviewed prior to approving the substitute.

If after review of all submitted materials, the substitution is deemed "not an equivalent" the bid will be rejected.

TECHNICAL SPECIFICATION

Mechanical

1. V6 Engine 3.5 V6
2. 4 Door
3. All Wheel Drive
4. 136-AMP Alternator min
5. Cloth bucket front
6. Heavy duty floor mats
7. 6 speed automatic trans
8. Radio noise suppression
9. Full Size Spare
10. Steel Wheel
11. Skid plate
12. Power heated mirrors
13. Tilt steering
14. Air conditioning
15. Am fm radio
16. Rear window defog
17. All standard options
18. (2) Xlt package
19. (1) Xl package

Options.

All vehicles to include .

20. 6 red and blue vertex corner strobes
21. 2 red and blue ions mounted on grill
22. 1 red and blue slim lighter mounted inside windshield
23. 1 hhs siren lights and siren control with speaker
24. 2 red and blue dominators mount on the inside of rear window

Color

1. (2) Black Xlt (1) grey xl

Delivery

2. Sixty day from purchase order

III. BID INFORMATION & PRICE SHEET

Manufacturers standardized maintenance / repair manuals supplied YES _____ NO _____

Make, model & year of vehicle(s) bid: _____

Best delivery date of vehicle(s) to City: _____

Notes to Bidder

1. The Extended Cost for each item shall be the Unit Cost multiplied by the Quantity for that item.

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications the items listed herein: (3) 2013 FORD EXPLORER'S UNDER STATE CONTRACT #83013				
Prices to be quoted as total amount all units				
Item	Quantity	Description	Unit Cost	Total
1.	3		\$	\$

Total bid amount in words.

All quotations must be typewritten or written in ink. Pencil quotations will automatically render the bid invalid. This bid must be accompanied by a bond or certified check for ten percent (10%) of the total amount of the bid. Bond must be from some surety company authorized to do business in the State of New Jersey.	
COMPANY NAME	NAME
ADDRESS	ADDRESS
DATE	

Governor Chris Christie • Lt. Governor Kim Guadagno



State of New Jersey
Department of the Treasury

— Division of Purchase and Property —

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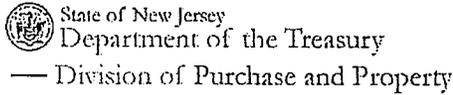
T-Number	Title	Vendor	Contract #
T2007 13-x -22721	VEHICLES, SPORT UTILITY (SUV)	CELEBRITY FORD	83013
			TOP



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Public Records Act

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

**T-2007
VEHICLES, SPORT UTILITY (SUV)**

Instructions/Specifications
Vendor Information
By Vendor
By Item
RFP Documents
Email to KRISTI THOMAS

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

[Download All Documents](#)

- [2013 Comparison Chart 1 of 2 Adobe PDF \(226 kb\)](#)
- [2013 Comparison Chart 2 of 2 Adobe PDF \(219 kb\)](#)
- [Section 1 2014 Jeep Patriot 4DR Sport 2WD Adobe PDF \(250 kb\)](#)
- [Section 2 2014 Jeep Patriot 4DR Sport 4WD Adobe PDF \(253 kb\)](#)
- [Section 3 2013 Ford Explorer 4DR Base 2WD Adob PDF \(264 kb\)](#)
- [Section 4 2013 Ford Explorer 4DR Base 4WD Adob PDF \(266 kb\)](#)
- [Section 5 2013 Ford Expedition 4DR XL SSV 2WD Adobe PDF \(269 kb\)](#)
- [Section 7 2013 Chevrolet Suburban 4DR 2500 Commercial 2WD Adobe PDF \(306 kb\)](#)
- [Section 8 2013 Chevrolet Suburban 4DR 2500 Commercial 4WD Adobe PDF \(306 kb\)](#)

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[NOAs By Number](#)

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Index #:	T-2007
Contract #:	VARIOUS
Contract Period:	FROM: 10/30/12 TO: 10/29/13

Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22721
Bid Open Date:	09/26/12
CID #:	1040653
Commodity Code:	071-80
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:		
KRISTI THOMAS	PROCUREMENT SPECIALIST	609-984-1327
MANAN DESAI	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6237
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206
	PUB DATE:	08/06/13

INSTRUCTIONS/SPECIFICATIONS	

VENDOR INFORMATION	
Vendor Name & Address:	CELEBRITY FORD D/B/A BEYER FORD 170 RIDGEDALE AVE MORRISTOWN, NJ 07962
Contact Person:	BARBARA M. BEYER
Contact Phone:	973-644-3200
Order Fax:	973-884-2650
Contract#:	83013

Expiration Date:	10/29/13
Terms:	NONE
Delivery:	120 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	CHAS S WINNER INC DBA WINNER FORD 250 BERLIN ROAD CHERRY HILL, NJ 08034
Contact Person:	DONALD SLIPP
Contact Phone:	856-427-2796
Order Fax:	856-428-4718
Contract#:	83012
Expiration Date:	10/29/13
Terms:	NONE
Delivery:	120 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	DAY CHEVROLET INC 3996 WILLIAM PENN HWY MONROEVILLE, PA 15146
Contact Person:	LEN POLISTINA
Contact Phone:	609-484-0555
Order Fax:	856-649-0395
Contract#:	83015
Expiration Date:	10/29/13
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	HERTRICH FLEET SERVICES 1427 BAY ROAD MILFORD, DE 19963
Contact Person:	MICHAEL WRIGHT
Contact Phone:	800-698-9825
Order Fax:	302-839-0555
Contract#:	83011
Expiration Date:	10/29/13
Terms:	NONE
Delivery:	120 DAYS ARO
Small Business Enterprise:	NO

Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	MALL CHEVROLET INC 75 HADDONFIELD RD CHERRY HILL, NJ 08002
Contact Person:	RICHARD DIRENZO
Contact Phone:	856-449-9254
Order Fax:	856-504-0108
Contract#:	83014
Expiration Date:	10/29/13
Terms:	NONE
Delivery:	90 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: CELEBRITY FORD D/B/A BEYER FORD			Contract Number: 83013		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 071-80-073157 [AUTOMOBILES, SCHOOL BUSES, SUVs, AND...] ITEM DESCRIPTION: SUV, MID-SIZE, 4-DOOR, 4WD, AS SPECIFIED IN THE RFP. (SECTION 4, T-2007) BRAND: 2014 FORD MODEL: EXPLORER BASE 4WD MANUFACTURER'S BODY CODE: K8B WITH 100A PACKAGE (INCLUDES AIR CONDITIONING) AND 422 (CALIFORNIA EMISSIONS), 998 (3.5L V6 ENGINE), 44J (6-SPEED AUTOMATIC TRANSMISSION) AND 153 (LICENSE PLATE BRACKET) OPTION CODES. SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	N/A	\$24708.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 071-80-073158 [AUTOMOBILES, SCHOOL BUSES, SUVs, AND...] ITEM DESCRIPTION:	1.000	LOT	10.00%	N/A

VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 4, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)					
Vendor: CHAS S WINNER INC DBA WINNER FORD		Contract Number: 83012			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 071-80-073155 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: SUV, MID-SIZE, 4-DOOR, 2WD, AS SPECIFIED IN THE RFP. (SECTION 3, T-2007) BRAND: 2014 FORD MODEL: EXPLORER BASE 2WD MANUFACTURER'S BODY CODE: K7B WITH 100A PACKAGE (INCLUDES AIR CONDITIONING) AND 422 (CALIFORNIA EMISSIONS), 998 (3.5L V6 ENGINE), 44J (6-SPEED AUTOMATIC TRANSMISSION) AND 153 (LICENSE PLATE BRACKET) OPTION CODES. SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	N/A	\$22768.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 071-80-073156 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 3, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	LOT	10.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 071-80-073159 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION:	1.000	EACH	N/A	\$24566.00000

LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006 83012	COMM CODE: 071-80-073156 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 3, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: CHAS S WINNER INC DBA WINNER FORD	1.000	LOT	10.00%	N/A
LINE#/ CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007 83013	COMM CODE: 071-80-073157 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: SUV, MID-SIZE, 4-DOOR, 4WD, AS SPECIFIED IN THE RFP. (SECTION 4, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: CELEBRITY FORD D/B/A BEYER FORD BRAND: 2014 FORD MODEL: EXPLORER BASE 4WD MANUFACTURER'S BODY CODE: K8B WITH 100A PACKAGE (INCLUDES AIR CONDITIONING) AND 422 (CALIFORNIA EMISSIONS), 998 (3.5L V6 ENGINE), 44J (6-SPEED AUTOMATIC TRANSMISSION) AND 153 (LICENSE PLATE BRACKET) OPTION CODES.	1.000	EACH	N/A	\$24708.00000

LINE#/CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008 83013	COMM CODE: 071-80-073158 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 4, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: CELEBRITY FORD D/B/A BEYER FORD	1.000	LOT	10.00%	N/A
LINE#/CONTRACT#	DESCRIPTION/MFGR/ BRAND/VNDR	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009 83012	COMM CODE: 071-80-073159 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: SUV, FULL-SIZE, 1/2 TON, 4-DOOR, 2WD, AS SPECIFIED IN THE RFP. (SECTION 5, T-2007) SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS) VENDOR: CHAS S WINNER INC DBA WINNER FORD BRAND: 2014 FORD MODEL: EXPEDITION SSV XL 2WD, MANUFACTURER'S BODY CODE: U1F WITH 102A PACKAGE AND 425 (50-STATE EMISSIONS), 995 (5.4L V8 FLEXIBLE FUEL ENGINE), 446 (6-SPEED AUTOMATIC TRANSMISSION), AIR CONDITIONING AND 153 (FRONT LICENSE PLATE BRACKET) OPTION CODES.	1.000	EACH	N/A	\$24566.00000
			UNIT		UNIT PRICE

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

City Clerk File No. RES. 13. 595

Agenda No. 10. 2. 16

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO HUDSON REALTY ABSTRACT COMPANY FOR PROVIDING REAL ESTATE TITLE SEARCHES

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City Division of Community Development (DCD) requires real estate title searches for the Abandoned Properties Initiative program and for other housing programs administered by the DCD; and

WHEREAS, the City of Jersey City (City) posted on its internet site a request for proposals for real estate title search services; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited for bids for providing real estate title services; and

WHEREAS, the City received one proposal from:

- (1) Hudson Realty Abstract Company..... \$200.00 per search; and

WHEREAS, the Purchasing Director considers the bid of Hudson Realty Abstract Company to be fair and reasonable; and

WHEREAS, the contract is being awarded as open-end contract with a minimum of 25 searches and a maximum of 100 searches; and

WHEREAS, the total contract amount shall not exceed the sum of \$20,000.00; and

WHEREAS, funds in the amount of \$20,000.00 are available in Account No.: 17-293-56-000-025; and

WHEREAS, this contract award is made pursuant to the fair and open provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play-Law).

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

1. An open-end contract is awarded to Hudson Realty Abstract Company, 659 Newark Avenue, Jersey City, New Jersey 07308, to perform real estate title searches for the City at a cost of \$200.00 per search for a total contract amount not to exceed the sum of \$20,000.00;
2. The term of the contract shall be for one (1) year commencing upon the execution date of the agreement by the City's Business Administrator;
3. The Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached; and

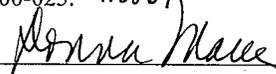
City Clerk File No. RES. 13,595

Agenda No. 10.2.16 AUG 28 2013

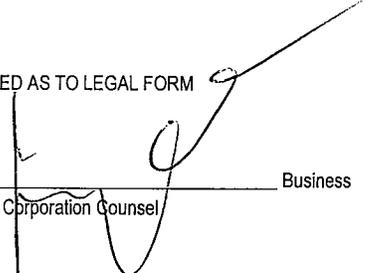
TITLE: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO HUDSON REALTY ABSTRACT COMPANY FOR PROVIDING REAL ESTATE TITLE SEARCHES

- 4. 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.

I, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$20,000.00 are available in Account No.: 17-293-56-000-025. #110861


 Donna Mauer, Chief Financial Officer

APPROVED:  APPROVED AS TO LEGAL FORM ^{RS 8/28/13}

APPROVED:  Administrator  Corporation Counsel Business

Certification Required

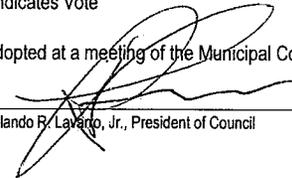
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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 B. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

10.Z.16 § 10.Z.18

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



DATE: 8/23/13

TO: Council President and Members of City Council

FROM: Darice Toom  Director DCD

**SUBJECT: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT
TO HUDSON REALTY ABSTRACT COMPANY FOR
PROVIDING REAL ESTATE TITLE SEARCHES**

**RESOLUTION AUTHORIZING THE AWARD OF A
PROFESSIONAL SERVICES CONTRACT TO PATRICK ARD,
M.A.I. OF ARD APPRAISAL COMPANY TO PROVIDE REAL
ESTATE APPRAISAL SERVICES**

RECEIVED
013 AUG 23 P 4: 26
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

The City issued a RFP on April 2, 2013 for Real Estate Valuation Services and a second RFP on April 5, 2013 for Title Search Services. These services are required by the City in conjunction with the Abandoned Properties Initiative Program. The appraiser (ARD Appraisal Company) will provide complete detailed appraisal and valuation reports to be used for the acquisition of property by the City in cases where the City may use the spot blight APRA tool.

The Title Company (Hudson Realty Abstract Company) will provide the City with detailed title searches on properties to disclose the current property owner, lien holders, if any, tax – sale certificates, and a twenty (20) year judgment search of the current owner. Sufficient information will be provided to the City that will allow the City to obtain title insurance.

Your approval is requested for both of these resolutions which will allow the City to systematically deal with abandoned properties.

AGREEMENT

AGREEMENT made this _____ day of _____, 2013 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Hudson Realty Abstract Company, 659 Newark Avenue, Jersey City, New Jersey 07306 (hereinafter referred to as "Hudson Realty" or "Contractor").

WHEREAS, the City of Jersey City Division of Community Development (DCD) requires real estate title searches for the Abandoned Properties Initiative program and for other housing programs administered by the DCD; and

WHEREAS, the City of Jersey City (City) posted on its internet site a request for proposals for real estate title search services; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited for bids for providing real estate title services; and

WHEREAS, the City received one proposal from Hudson Realty to provide real estate title searches at a cost of \$200.00 per search; and

WHEREAS, this Agreement was authorized by Resolution _____ approved on _____, 2013

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

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Hudson Realty to provide real estate title searches for various properties as requested by the City.

ARTICLE II

Scope of Services and Term

1. Hudson Realty shall perform for the City all the required services in accordance with the Request for Proposals prepared by the City which is attached hereto and incorporated herein by reference (Exhibit A), the Proposal prepared by Hudson Realty which is attached hereto and incorporated herein by reference (Exhibit B), and in

accordance with this Agreement. In the event that there is a conflict or discrepancy between the provisions of this Agreement, and the provisions of Exhibit A and the provisions of Exhibit B, the provisions of this Agreement shall govern over the provisions of Exhibit A and Exhibit B. In the event that there is a conflict or discrepancy between the provisions of Exhibit A and Exhibit B, the provisions Exhibit A shall govern over the provisions of Exhibit B.

2. Such described services shall be performed during a period of one (1) year commencing on the date this Agreement is executed by the City.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the City and Hudson Realty. Any modifications which increase the compensation of Hudson Realty above the amount stated in Article IV of this Agreement shall require the prior authorization of the governing body of the City.

4. This is an open-end contract. The minimum number of title searches that the City will order is twenty-five (25), and the maximum number are one hundred (100).

ARTICLE III Contractual Relationship

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

2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted practices in the industry.

ARTICLE IV Compensation and Payment

1. In exchange for performing the services described in Article II herein, Contactor shall receive a payment of \$200.00 per title search. The total cost of the contract shall not exceed the sum of \$20,000.00. Compensation shall be payable upon submission and verification of invoices for completed title searches. Contractor understands that invoices must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V
Insurance

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

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Automobile Liability Coverage: covering as insured Contractor with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Contractor in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

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

Before commencing the work. Contractor shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract.

ARTICLE VI
Entire Agreement

This Agreement constitutes the entire agreement between City and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE VII
Choice of Law

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

ARTICLE VIII
Modification

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

ARTICLE IX
Counter-parts

This Agreement shall be executed in two counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE X
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

ARTICLE XI
Severability

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

ARTICLE XII
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence

ARTICLE XIII
Notice

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

Hudson Realty Abstract Co.

Attn: _____

Director, Division of Community
Development
Attn: Darice Toon
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

ARTICLE XIV
New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

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

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT KAKOLESKI
Acting Business Administrator

ATTEST:

HUDSON REALTY ABSTRACT CO.

RR
8-19-13

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

City Clerk File No. RES. 13. 596

Agenda No. 10.2.17

Approved: AUG 28 2013

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT WITH RONALD GUTWIRTH, ESQ. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF VINCENT POOLS V. CITY OF JERSEY CITY ET AL.

WHEREAS, plaintiff, Vincent Pools filed a complaint against the City of Jersey City in Superior Court of New Jersey alleging that the City failed to pay plaintiff in full for labor, materials and services for the installation of a competition and leisure pool at the Lafayette Pool Complex as provided under the terms of the agreement; and

WHEREAS, the Corporation Counsel has determined that it was necessary to appoint outside counsel to represent the City of Jersey City in this matter; and

WHEREAS, special counsel was previously retained to provide these services at an hourly rate of \$125.00 per hour, including expenses for a total amount not to exceed \$35,000; and

WHEREAS, Ronald Gutwirth, Esq. possesses the skills and expertise to perform these services; and

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

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, because this matter continues to be litigated, additional services are required; and

WHEREAS, N.J.S.A. 19:44A-20-4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

Whereas, in May, 2011, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, in addition Ronald Gutwirth has submitted his Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

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

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

1. An agreement is awarded to Ronald Gutwirth, Esq., to represent the City of Jersey City in the matter of Vincent Pools v. City of Jersey City, be increased by an additional \$35,000 for a total amount of \$70,000, including expenses.
2. 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.
3. This agreement is awarded without competitive bidding, as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

City Clerk File No. RES. 13.596

Agenda No. 10.2.17 AUG 28 2013

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH RONALD GUTWIRTH, ESQ. TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF VINCENT POOLS V. CITY OF JERSEY CITY ET AL.

- 4. A copy of the resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
6. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in Account No. 13-14-298-56-000-856 for payment of this resolution.

[Signature]
Peter Soriero, Risk Manager

MD/igp
8/12/13

APPROVED: [Signature]

APPROVED: [Signature] Business Administrator

APPROVED AS TO LEGAL FORM

[Signature] Corporation Counsel

Certification Required []

Not Required []

APPROVED 9-0

Table with 12 columns: COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V. Rows include GAJEWSKI, RAMCHAL, BOGGIANO, YUN, OSBORNE, COLEMAN, RIVERA, WATTERMAN, 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]
Rodrigo R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

August 20, 2013

Council President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

**Re: Professional Services Agreements with Ronald Gutwirth, Esq. in
the matter of Vincent Pools v. City of Jersey City, et al.**

Dear President and Council Members of the Municipal Council:

On the agenda for the Council's consideration is a Resolution Authorizing an Amending a Professional Services Agreement with Ronald Gutwirth, Esq. The amendment authorizes an increase in the original Contract amount of \$35,000 to a total of \$70,000.

Mr. Gutwirth has previously submitted invoices for his legal fees to date, payment for expert witnesses and for deposition expenses in the total amount of \$33,280.40 leaving a balance of \$1,719.60 remaining on the original authorization.

This matter is scheduled for trial in the Superior Court of New Jersey, Law Division on September 23, 2013.

It is anticipated that the trial will take a minimum of three (3) weeks, including time for jury selection and jury deliberation, and will require, on the part of the City of Jersey City, testimony of three (3) paid expert witnesses and to the testimony of the City Architect.

I recommend that the Council authorize an additional \$35,000 in anticipation that the case will be tried to a conclusion.

This lawsuit arises out of dispute between the City and the contractors retained to construct the Lafayette Pool Complex at Lafayette Park. Shortly before the completion of the pool, representatives of the City detected defects in the plaster work which was the

responsibility of the general contractor's subcontractor. Attempts to compel remediation of the substandard work failed and the City cancelled the contract and awarded it to another contractor who completed the work in a manner satisfactory to the City. The plastering subcontractor who performed the defective work thereafter brought suit against the general contractor, the surety company and the City of Jersey City.

The legal issues in the case include the application of the New Jersey Municipal Mechanics Lien, allegations of breach of contract by the parties against each other and claims against the surety company which provided a payment bond.

Because of the unusual and unique nature of the underlying claims, outside counsel was retained to represent the interests of the City of Jersey City in this litigation. In addition to the claims by and against the subcontractor, the general contractor has asserted claims for "extra work" which the City contends are unfounded. The items which are the subject of the claims by the contractor were included within the terms of the original contract.

The most recent settlement demands exceed \$400,000 from the general contractor and \$100,000 from the plastering subcontractor.

Since we are prepared to try the case, I recommend the amendment of the contract to increase the authorized legal fees, which will include the cost of experts trial testimony, to add \$35,000 to the original authorized amount for a total of \$70,000 as set forth in the resolution.

Very truly yours,

JEREMY FARRELL
CORPORATION COUNSEL

JF/igp

c: Robert Kakoleski, Acting Business Administrator
Robert Byrne, City Clerk

AMENDED AGREEMENT

This Agreement dated the _____ day of _____, 2013 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Ronald M. Gutwirth ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent the City in the lawsuit known as Vincent Pools v. City of Jersey City et al. Special Counsel shall submit 60 day status reports to the Corporation Counsel with a complete analysis of legal issues, risk of liability and the likely number of depositions to be taken. Special Counsel shall provide a brief summary of each deposition upon completion.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$35,000.

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each

month an affidavit of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made promptly in accordance with its procedures.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom.

Affirmative Action Plan

- (A) If the contract exceeds \$36,000, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$36,000).

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor pay-to-Play Reform Ordinance 08-1128 adopted on September 23, 2008. As such the undersigned

does hereby attest that Counsel, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards this contract that would be deemed to be a violation of Ordinance 08-128, nor will Counsel, it subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Acting Business Administrator

WITNESS:

Ronald M. Gutwirth

Ronald M. Gutwirth, Esq.

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

City Clerk File No. RES. 13, 597

Agenda No. 10.2.18

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO PATRICK ARD, M.A.I. OF ARD APPRAISAL COMPANY TO PROVIDE REAL ESTATE APPRAISAL SERVICES

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City Division of Community Development (DCD) needs professional real estate appraisal services in connection with its program to evaluate the feasibility of acquiring vacant and/or abandoned properties under the Abandoned Properties Rehabilitation Act (APRA), N.J.S.A. 55:19-102 et seq.; and

WHEREAS, DCD prepared a Request For Proposals (RFP) for real estate appraisal services; and

WHEREAS, in accordance with the fair and open provisions of the N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law), notice of the availability of the City of Jersey City's (City) RFP was posted on the City's website; and

WHEREAS, the City received proposals from:

1. ARD Appraisal Company [\$2,700 (1-10 appraisals)]; \$2,600 (11-50 appraisals)
2. Value Research Group, LLC [\$4,100 (1-10 appraisals)]; \$3,550 (11-50 appraisals); and

WHEREAS, the Purchasing Director considers the bid of ARD Appraisal Company to be fair and reasonable; and

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

WHEREAS, the City is awarding this contract as an open-end contract with a minimum of zero appraisals and a maximum of twelve (12) appraisals; and

WHEREAS, the cost for appraisals during the one year term of the contract shall be as follows:

# of Appraisals	Appraisal Price (each)	Price if Appraised w/Architect Services	Total Price for Completed Appraisal
1-10 (i.e. first 10)	\$ 1,500	\$ 1,200	\$ 2,700
11-50	\$ 1,400	\$ 1,200	\$ 2,600

WHEREAS, the total contract amount shall not exceed the sum of \$30,000; and

WHEREAS, funds in the amount of \$30,000 are available in Account No.: 17-293-56-000-025; and

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

WHEREAS, ARD Appraisal Company has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-138 adopted on September 3, 2008.

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO PATRICK ARD, M.A.I. OF ARD APPRAISAL COMPANY TO PROVIDE REAL ESTATE APPRAISAL SERVICES

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

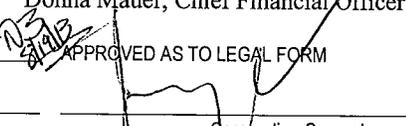
1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached, with Patrick Ard, M.A.I. of Ard Appraisal Company for providing real estate appraisal services;
2. This contract award is made as an open-end contract with a minimum of zero appraisals and a maximum of twelve (12) appraisals;
3. The total amount of the contract shall not exceed \$30,000 based on the following fee schedule:

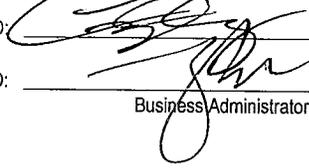
# of Appraisals	Appraisal Price (each)	Price if Appraised w/Architect Services	Total Price for Completed Appraisal
1-10 (i.e. first 10)	\$ 1,500	\$ 1,200	\$ 2,700
11-50	\$ 1,400	\$ 1,200	\$ 2,600

4. The contract term shall be one (1) year commencing on the date that the contract is executed by City officials;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
6. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as acquired by law within ten (10) days of the adoption of the resolution;
7. The award of this contract shall be subject to the condition that ARD Appraisal Company provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$30,000.00 are available in Account No.: 17-293-56-000-025. #118862

APPROVED:  Donna Mauer, Chief Financial Officer

APPROVED AS TO LEGAL FORM: 

APPROVED:  Business Administrator

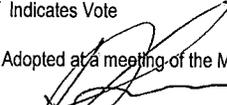
Certification Required
Not Required

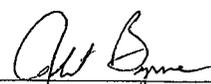
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

10.2.16 § 10.2.18

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



DATE: 8/23/13

TO: Council President and Members of City Council

FROM: Darice Toon  Director DCD

**SUBJECT: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT
TO HUDSON REALTY ABSTRACT COMPANY FOR
PROVIDING REAL ESTATE TITLE SEARCHES**

**RESOLUTION AUTHORIZING THE AWARD OF A
PROFESSIONAL SERVICES CONTRACT TO PATRICK ARD,
M.A.I. OF ARD APPRAISAL COMPANY TO PROVIDE REAL
ESTATE APPRAISAL SERVICES**

CITY CLERK'S OFFICE
JERSEY CITY, N.J.

013 AUG 23 P 4: 26

RECEIVED

The City issued a RFP on April 2, 2013 for Real Estate Valuation Services and a second RFP on April 5, 2013 for Title Search Services. These services are required by the City in conjunction with the Abandoned Properties Initiative Program. The appraiser (ARD Appraisal Company) will provide complete detailed appraisal and valuation reports to be used for the acquisition of property by the City in cases where the City may use the spot blight APRA tool.

The Title Company (Hudson Realty Abstract Company) will provide the City with detailed title searches on properties to disclose the current property owner, lien holders, if any, tax – sale certificates, and a twenty (20) year judgment search of the current owner. Sufficient information will be provided to the City that will allow the City to obtain title insurance.

Your approval is requested for both of these resolutions which will allow the City to systematically deal with abandoned properties.

AGREEMENT

AGREEMENT made this _____ day of _____, 2013 between the City of Jersey City, a Municipal Corporation of the State of New Jersey (hereinafter referred to as "City") and Patrick Ard, M.A.I. of ARD Appraisal Company, 36 Brant Avenue, Clark, New Jersey 07066 (hereinafter referred to as "Consultant").

WHEREAS, the City's Division of Community Development (DCD) needs professional real estate appraisal services in connection with its program to evaluate the feasibility of acquiring vacant and/or abandoned properties under the Abandoned Properties Rehabilitation Act (APRA), N.J.S.A. 55:19-102 et seq; and

WHEREAS, the DCD prepared a Request For Proposals (RFP) for real estate appraisal services; and

WHEREAS, in accordance with the fair and open provisions of the N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law), notice of the availability of the City's RFP was posted on the City's website; and

WHEREAS, the City received proposals from:

1. ARD Appraisal Company (\$2,700 (1-10 appraisals); \$2,600 (11-50 appraisals).
2. Value Research Group , LLC (\$4,100 (1-10 appraisals); \$3,550 (11-50 appraisals); and

WHEREAS, this Agreement was authorized by Resolution _____ approved on _____, 2013

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

ARTICLE I
Purpose of Agreement

The purpose of this Agreement is for Consultant to provide real estate appraisal reports for various properties as requested by the City.

ARTICLE II
Scope of Services and Term

1. Consultant shall perform for the City all the required services in accordance with the Request for Proposals prepared by the City which is attached hereto and incorporated herein by reference (Exhibit A), the Proposal prepared by Consultant which is attached hereto and incorporated herein by reference (Exhibit B), and in accordance with this Agreement. In the event that there is a conflict or discrepancy between the provisions of this Agreement, and the provisions of Exhibit A and the provisions of Exhibit B, the provisions of this Agreement shall govern over the provisions of Exhibit A and Exhibit B. In the event that there is a conflict or discrepancy between the provisions of Exhibit A and Exhibit B, the provisions Exhibit A shall govern over the provisions of Exhibit B.

2. Such described services shall be performed during a period of one (1) year commencing on the date this Agreement is executed by the City.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant above the amount stated in Article IV of this Agreement shall require the prior authorization of the governing body of the City.

4. This is an open-end contract. The minimum number of appraisals that the City will order is zero, and the maximum number are twelve (12).

ARTICLE III
Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent Consultant and shall not act as an agent or employee of the City. As an independent Consultant, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted practices in the industry.

ARTICLE IV
Compensation and Payment

In exchange for performing the services described in Article II herein, Consultant shall receive payment as follows:

# of Appraisals	Appraisal Price (each)	Price if Appraised w/Architect Services	Total Price for Completed Appraisal
1-10 (i.e. first 10)	\$ 1,500	\$ 1,200	\$ 2,700
11-50	\$ 1,400	\$ 1,200	\$ 2,600

The total cost of the contract shall not exceed the sum of \$30,000.00. Compensation shall be payable upon submission and verification of invoices for completed appraisal reports. Consultant understands that invoices must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V
Insurance

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

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Consultant Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than one million dollars (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an Occurrence form. A Claims Made form is unacceptable.

C. Automobile Liability Coverage: covering as insured Consultant with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and

Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

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

Before commencing the work. Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

ARTICLE VI Entire Agreement

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE VII Choice of Law

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

ARTICLE VIII
Modification

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

ARTICLE IX
Counter-parts

This Agreement shall be executed in two counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE X
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

ARTICLE XI
Severability

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

ARTICLE XII
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other

or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence

ARTICLE XIII
Notice

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

ARD Appraisal Company

Director Division of Community
Development

Attn: _____

Attn: Darice Toon

30 Montgomery Street, Suite 404

Jersey City, NJ 07302

ARTICLE XIV
New Jersey Business Registration Requirements

The Consultant shall provide written notice to its subConsultants of the responsibility to submit proof of business registration to the Consultant.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each subConsultant or supplier used in the fulfillment of the contract, or shall attest that no subConsultants were used.

For the term of the contract, the Consultant and each of its affiliates and a subConsultant and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XV
City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1

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

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Acting Business Administrator

ATTEST:

ARD APPRAISAL COMPANY

RR
8-19-13

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

City Clerk File No. RES. 13.598

Agenda No. 10.Z.19

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE AMENDMENT OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND MULLER BOHLIN ASSOCIATES, INC. TO PROVIDE GRANT SERVICES TO THE CITY AS EXTRAORDINARY, UNSPECIFIABLE SERVICES (EUS)

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(ii), Resolution 12-067 approved on January 25, 2012 authorized the award of a one year Extraordinary Unspecifiable Services contract to Muller Bohlin Associates, Inc. to provide grant services to the City of Jersey City (City) beginning on January 25, 2012 and ending on January 24, 2013; and

WHEREAS, Resolution 12-067 and the City's Request for Proposals document provided for an option to renew the contract at the same rate as the first year contract for an additional one-year term pursuant to N.J.S.A. 40A:11-15; and

WHEREAS, although the City had the option to renew for an additional year at no price change, the City renewed the contract with Muller Bohlin Associates, Inc. for a period of six (6) months ending on August 31, 2013; and

WHEREAS, the City requires additional services to be performed by Muller Bohlin Associates, Inc. to assist with the City's goals and financial initiatives regarding applications for securing grant funds; and

WHEREAS, the City desires to extend and increase the amount of its contract with Muller Bohlin Associates, Inc., which expires on August 31, 2013, for an additional four(4) months so that Muller Bohlin Associates, Inc. can perform the additional services needed by the City; and

WHEREAS, the City solicited proposals in accordance with the "fair and open" process of the Pay-to-Play Law, N.J.S.A. 19:44A:20-4 et seq. prior to awarding the first year contract; and

WHEREAS, the total amount of this contract renewal shall not exceed the sum of \$65,000.00; and

WHEREAS, funds in the amount of \$65,000.00 are available in Account No. 13-01-201-20-101-312.

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

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached agreement with Muller Bohlin Associates, Inc. (MBA) to provide Grant Services for a term of four (4) months commencing on September 1, 2013 and ending on December 31, 2013 for a total contract amount not to exceed \$65,000.
2. Upon certification by an official or employee of the City authorized to attest that MBA has provided services in accordance with the contract, then; payment to MBA shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A-5-1 et seq.

City Clerk File No. RES. 13.598

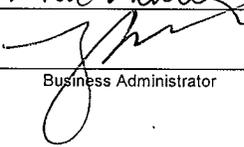
Agenda No. 10.2.19 AUG 28 2013

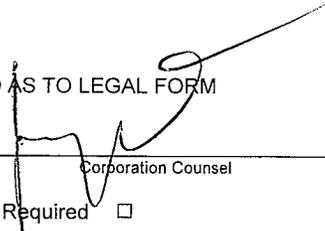
TITLE:

- 3. The award of this agreement shall be subject to the condition that MBA provides satisfactorily evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 4. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.

I, Donna Mauer, Chief Financial Office hereby certify that funds in the amount of \$65,000 are available in Account No. 13-01-201-20-101-312.


 Donna Mauer,
 Chief Financial Officer

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 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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. 13.599

Agenda No. 10.2.20

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's existing software applications created by Robert Santilli consulting (RSC) is a proprietary system that requires support and maintenance services; and

WHEREAS, Robert Santilli Consulting has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2013 to Dec 31, 2013) for the sum of Thirty-three Thousand three hundred (\$33,300) Dollars; and

WHEREAS, funds in the amount of Thirty Three Thousand Three Hundred \$33,300.00 Dollars are available in the 2013 current permanent budget Account No.13-01-201-25-240-310; source of funds is from operating account.

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

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

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Robert Santilli Consulting has completed and submitted a Business Entity Disclosure Certification which certifies that Robert Santilli Consulting 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 Robert Santilli Consulting from making any reportable contributions during the term of the contract; and

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

WHEREAS, Robert Santilli has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128;

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

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

- 1. A one (1) year contract (January 1, 2013 to December 31, 2013) is awarded to Robert Santilli Consulting in the amount of \$33,300.00 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Robert Santilli Consulting provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. The continuation of the contract after the expenditure of funds encumbered in the 2013 current year budget shall be subject to the appropriation of sufficient funds in the 2014 fiscal year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city contractor pay-to-play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No.13- 01-201-25-240-310.

Police Department Amount \$33,300.00
Acct. No 13-01-201-25-240-310 PO# 109265

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

APPROVED AS TO LEGAL FORM [Signature]
Certification Required []
Not Required []

APPROVED 9-0

Table with 12 columns: COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V. Rows include GAJEWSKI, RAMCHAL, BOGGIANO, YUN, OSBORNE, COLEMAN, RIVERA, WATTERMAN, 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 :

RESOLUTION AUTHORIZING AN AGREEMENT WITH ROBERT SANTILLI CONSULTING FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING SOFTWARE APPLICATIONS CREATED BY ROBERT SANTILLI CONSULTING WITHOUT PUBLIC BIDDING.

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

JAMES SHEA, DIRECTOR OF POLICE DEPARTMENT

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

PURCHASE OF MAINTENANCE SOFTWARE WHICH IS USED THROUGHOUT THE POLICE DEPARTMENT.

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

REQUIRED TO MAINTAIN AND SUPPORT OF THE EXISTING PROPRIETARY (ROBERT SANTILLI CONSULTING) SOFTWARE.

5. Anticipated Benefits to the Community:

THIS IS REQUIRED SOFTWARE FOR THE MAINTENANCE AND ACCESS OF DEPARTMENT DATABASE FILES .

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.)

THIRTY THREE THOUSAND THREE HUNDRED DOLLARS (\$33,300).

7. Date Proposed Program or Project will Commence:

JANUARY 1, 2013

8. Anticipated Completion Date:

DECEMBER 31, 2013

9. Person Responsible for Coordinating Proposed Program/Project:

DEPUTY CHIEF JOHN SHORT, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate to the best of my knowledge.



Signature of Department Director

8/21/13

Date

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Robert Santilli to provide the City with computer software system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2013.
4. The amount of the contract is \$33,300.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

8/21/13



James Shea, Police Director

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

City Clerk File No. RES. 13-600

Agenda No. 10.Z.21

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funds must be allocated for the maintenance of the City's private licensed wireless Wide Area PC Network telecommunications hardware and software systems; and

WHEREAS, Let's Think Wireless has agreed to provide the goods and services specified as necessary by Police Department; and

WHEREAS, Let's Think Wireless is the only vendor in New Jersey to successfully complete all certifications; and

WHEREAS, Let's Think Wireless has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2013 to Dec 31, 2013) for the sum of Ninety-Five Thousand Eight Hundred (\$95,800.00) Dollars; and

WHEREAS, service will be provided 24 hours per day and seven (7) per week with a minimum mandated response of four (4) hours; and

WHEREAS, funds in the amount of \$95,800.00 are currently available in the permanent 2013 budget of Account No. 13- 01-201-25-240-310; and source of funding is from operating account.

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

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

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500;

WHEREAS, Let's Think Wireless has completed and submitted a Business Entity Disclosure Certification which certifies that Let's Think Wireless 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 Let's Think Wireless from making any reportable contributions during the term of the contract; and

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

WHEREAS, Let's Think Wireless has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

City Clerk File No. RES.13-600

Agenda No. 10.Z.21. AUG 28 2013

TITLE RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S WITHOUT PUBLIC BIDDING

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

- 1. A one year contract (January 1, 2013 to December 31, 2013) is awarded to Let's Think Wireless in the amount of \$95,800.00 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Let's Think Wireless provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, certification of compliance with the City contractor pay to play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I, Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. 13-01-201-25-240-310.

Acct# 13-01-201-25-240-310 P.O.# 110307 \$95,800.00

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature]
APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel
Certification Required []
Not Required []

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13
Table with columns: COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V.
Rows: GAJEWSKI, RAMCHAL, BOGGIANO, YUN, OSBORNE, COLEMAN, RIVERA, WATTERMAN, 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 front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT WITHOUT PUBLIC BIDDING

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

JAMES SHEA, DIRECTOR OF POLICE DEPARTMENT

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

SUPPORT SERVICES FOR PROPRIETARY HARDWARE/SOFTWARE SYSTEMS USED BY THE CITY'S WIRELESS WIDE AREA PC NETWORK.

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

UNINTERRUPTED OPERATIONS OF CITY OFFICES SERVING CONSTITUENTS..

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

CONTINUED UNINTERRUPTED OPERATIONS OF CITY OFFICES SERVING CONSTITUENTS

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

NINETY FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$95,800.00)

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

JANUARY 1, 2013

8. **Anticipated Completion Date:**

DECEMBER 31, 2013

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

DEPUTY CHIEF JOHN SHORT, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate.



Signature of Department Director

8/21/13

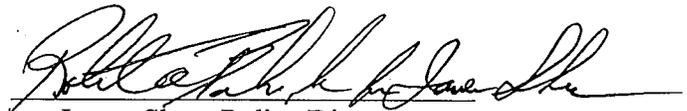
Date

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Let's Think Wireless, LLC to provide the City with Wireless WAN and Mobile Video Support and Maintenance.
3. The term of the contract is one year effective as of January 1, 2013.
4. The amount of the contract is \$95,800.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 8/21/13


James Shea, Police Director

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

City Clerk File No. RES. 13. 601

Agenda No. 10.2.22

Approved: AUG 28 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY IN SUPPORT OF THE JERSEY CITY FREE PUBLIC LIBRARY APPLICATION FOR RESTORATION OF PENTHOUSE STRUCTURE AT THE MAIN LIBRARY FROM THE HUDSON COUNTY OPEN SPACE TRUST FUND

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

WHEREAS, the Hudson County Open Space Advisory Board Hudson County Open Space Trust Fund, provides grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation, and for history preservation purposes; and

WHEREAS, the Main Library of the Jersey City Free Public Library has been officially designated as in the heart of the Van Vorst Historic District, and as such, this 113-year-old building needs to restore the Penthouse Structure of the Main Library; and

WHEREAS, the Jersey City Free Public Library has established architectural plans for the restoration of the Penthouse Structure at the Main Library, engaging Helen Ruman Architects; and

WHEREAS, funding is required to complete the design and renovation, which includes the development of construction documents for the restoration and other related work at the Main Library, located at 472 Jersey Avenue in Jersey City; and

WHEREAS, twenty percent of the project has been funded by the Jersey City Capital Improvement Fund, with the remaining cost (80%) needing to be funded through the grant application; and

WHEREAS, the Jersey City Free Public Library desires to further the public interest by obtaining a grant from the Hudson County Open Space Advisory Board Hudson County Open Space Trust Fund to return the Main Library to its historic grandeur.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that, the above-referenced application for the restoration of the Penthouse Structure for the historic Main Library of the Jersey City Free Public Library from the Hudson County Open Space Trust, be, and hereby is, endorsed by the City of Jersey City.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8.28.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓		
BOGGIANO	✓			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

Person having day to day responsibility for this application:

Name: Priscilla Gardner Title: Library Director

Address: 472 Jersey Avenue

City: Jersey City State: NJ Zip: 07302

Telephone Number: (201) 547-4788 Fax Number: (201) 547-5917

E-mail address: pgardner @ jclibrary.org

I, Priscilla Gardner (name of authorized official), hereby certify that the information provided within this Hudson County Open Space Application Form is complete and true.

08/09/13

Date (mm/dd/yyyy)

Signature of official authorized to submit application as per attached Resolution of Governing Body or Organization Board

Project Funding

Total project cost: \$ 889,000

Amount applicant requests: \$ 500,000

Local share: \$ 489,000

Other Match (Green Acres, NJ Historic Trust, etc.): \$ _____

Matching funding sources: Jersey City Capital Improvements Program

Development of Project

Proposed starting date for project: January 1, 2014

- Conceptual plan Yes No
- Preliminary subdivision Yes No
- Final subdivision Yes No
- Preliminary site plan Yes No
- Final Site plan Yes No

Current Zoning of the Site (uses and intensity):

Zone: Van Vorst Park Historic District

Permitted Principal Use: Governmental

Relation to Hudson County Open Space Goals and Objectives

Please check boxes to indicate which Hudson County Open Space Trust Fund goals and objectives relate to your project and in less than 300 words, elaborate in the space provided below.

Recreation

Provide accessible open space and recreation opportunities to all Hudson County residents.

Connectivity

To link proposed and existing recreation and open space areas into a network accessible through a variety of transportation means, including public transit and bicycle or pedestrian transit.

Environmental Justice

To promote the development of park and recreational opportunities in low-moderate income neighborhoods

Urban Ecosystems

To encourage environmental resiliency by protecting and strengthening areas of critical resources, including wetlands, floodplains, steep slopes, wildlife habitat, open waters and waterfronts.

Greenspaces & Acquisition

To actively acquire and expand green/open spaces and recreational facilities where needed and feasible.

Stewardship

To educate the citizenry about existing and future Open Space and recreation opportunities, and continue efforts to increase support for these activities.

Culture & History

To ensure protection of the County's historic and cultural resources.

The Main Library of the Jersey City Free Public Libraries is located at the corner of Van Vorst Park Historic District. The Beaux-Arts structure, constructed in 1899, is one of the most significant buildings in the City of Jersey City. In addition to the book lending, reference and children's departments, the building houses the New Jersey Room, which is not only local and Court resource, but a statewide treasure of historical information and memorabilia.

Project Narrative

Please briefly explain why this project is a high priority for your town. You may describe special features of your project in order to expand or add to previous sections of the application.

The Main Library of the Jersey City Free Public Libraries is located on the corner of Jersey Avenue and Montgomery Street, across the street from Van Vorst Park, surrounded on all four sides by 19th Century brownstones and rowhouses. The library is located at the center of Van Vorst Park Historic District that was placed on the State Register of Historic Places on August 2, 1978 and on the National Register on March 5, 1980.

The cornerstone of the Beaux-Arts structure was laid in 1899 after the New York architectural firm of Brite and Bacon won the design competition. The architect was the same architect who designed the Lincoln Memorial in Washington, D.C.

The Library occupies the entire length of the city block alongside Jersey Avenue and faces with shorter facades Montgomery and Mercer Streets. The facades are constructed of granite and buff brick and are decorated at the top with balustrated cornice. Mansard roof with slate finish is ornamented with copper decorations at the crest. Two large penthouses with clear story windows provide lighting and ventilation to fourth floor exhibition halls.

The Jersey City Free Public Library received from the Hudson County Open Space Trust a grant (Project No. HP-01-12) in the amount of \$400,000. This funding will provide for replacement of single glazed aluminum windows in the street facing facades with historically appropriate replacement windows, glazed with insulated, low energy glass.

The second phase of the building restoration project for which the Jersey City Public

Library is seeking funding, will complete window replacement in the courtyard facing facades and restoration of rooftop penthouses with metal clear story windows.

The windows will be glazed with insulated glass with low energy and UV resistant coating that will protect the library collections from harmful sun rays.

The project will also include restoration of the metal penthouses on top of the mansard roof, restoration of the penthouse windows that includes reglazing, replacement of the defective sash and installation of motorized operators of the windows for ventilation of the fourth floor exhibition halls.

CHECKLIST

<ul style="list-style-type: none"> • Current copy of <u>municipal tax map</u> (printed to 11" x 17" size) identifying block and lot to be acquired. 	Required		
<ul style="list-style-type: none"> • Current copy of Green Acres <u>Recreational and Open Space Inventory (ROSI)</u> 	Required		
<ul style="list-style-type: none"> • <u>Site Plans</u>, including landscape design and any floor plans. Plans should be prepared by a licensed professional (i.e. architect, engineer, planner, landscape architect, etc.) Site plans should identify all existing and proposed facilities and any areas of grading, drainage, or proposed tree clearing. 	Required		
<ul style="list-style-type: none"> • Breakdown of construction and maintenance <u>cost estimates</u> including operations plan, prepared and signed and sealed by a licensed professional. 	Required		
<ul style="list-style-type: none"> • <u>Property ownership or lease</u> documents. 	Required		
<ul style="list-style-type: none"> • <u>Phased construction punch list</u> (ONLY items on this list will be reimbursable by HCOSTF grant) 	Required		
<ul style="list-style-type: none"> • <u>Contract documents</u> that include the credentials of the project team. 	Required		
<ul style="list-style-type: none"> • <u>Operation plan-</u> time line of phases 	Required		
<ul style="list-style-type: none"> • <u>Non Profits-</u>letter of endorsement from host municipality as well as an agreement that if selected for funding the municipality will partner with the local nonprofit as a co-grantee on the grant agreement 	Required		
<ul style="list-style-type: none"> • <u>Property appraisal</u> prepared in accordance with NJ DEP Green Acres Scope of Work for Appraisal Services, available online at the following webpage: http://www.nj.gov/dep/greenacres/appscope.pdf 	Required		
<ul style="list-style-type: none"> • <u>Preliminary assessment</u>, as defined by N.J.A.C.7:26E-3.1, conducted on the property to identify the presence of any potentially contaminated areas of concern. The report should be conducted in accordance with NJ DEP Green Acres requirements available online at: http://www.nj.gov/dep/greenacres/prelim.htm 	Required		
	Yes	No	N/A
<ul style="list-style-type: none"> • <u>Municipal resolution</u> authorizing the application (required for full application) 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • <u>Aerial map</u>, if available. An aerial map may be generated using the <u>NJ DEP i-Map</u> environmental mapping tool available on the web at: http://www.state.nj.us/dep/gis/dep splash.htm 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • <u>Property survey</u> signed and sealed by a NJ Licensed Land Surveyor. The survey should be prepared according to the NJ DEP Green Acres Standard Scope of Survey Services, available online at following webpage: http://www.nj.gov/dep/greenacres/survey/scope.html 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Digital images, photographic slides, and/or prints of the project site, if available. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • <u>Letters of support</u> (i.e. municipal officials, local planning and zoning boards, neighborhood associations, residents). 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Please review the <u>Americans with Disability Act (ADA)</u> Standards for Accessible Design guidelines available on the web at: http://www.ada.gov/adastd94.pdf If applicable, have they been included in the Conceptual Site Plan? 	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • <u>For Historic Preservation projects:</u> Adherence to the Interior Standards http://www.nj.gov/dep/hpo/3preserve/preserve.htm 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Projected ending date for project: _____

Signature

Title/Organization

Date

Hudson County Office Use	
<input type="checkbox"/>	Further Review Required
<input type="checkbox"/>	LOI Review Meeting Scheduled- Date <u>08/09/13</u>
<input type="checkbox"/>	LOI Complete

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

City Clerk File No. RES. 13. 602

Agenda No. 10.2.23

Approved: AUG 28 2013



TITLE: RESOLUTION OF SUPPORT FOR THE JERSEY CITY PUBLIC SCHOOLS TO SUBMIT AN APPLICATION TO THE HUDSON COUNTY OPEN SPACE TRUST FUND FOR NEW SYNTHETIC TURF AND LIGHTING AT THE CAVEN POINT MULTIPUPOSE FIELD

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Hudson County Open Space Advisory Board, Open Space Trust Fund ("County") provides grants to nonprofit organizations for assistance in the acquisition and development of lands and improvement of parks for recreational purposes; and

WHEREAS, the Ed Ford Athletic Complex is used to host both youth and adult athletic programs; and

WHEREAS, the current grass field cannot withstand the intensive use it receives and must be replaced with artificial turf; and

WHEREAS, the field is in need of light fixtures so that the field can be used at nighttime, increasing the availability of the field to the public; and

WHEREAS, the cost of the project is expected to be \$1.2 million; and

WHEREAS, the City of Jersey City recognizes that the safety of the citizens who utilize the multipurpose field is important and believe this project is worth undertaking; and

WHEREAS, the County shall determine if the application is complete and in conformance with the scope and intent of the Hudson County Open Space Trust Fund, and notifies the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the County's funds in accordance with such rules, regulations, and applicable statutes, and is willing to enter into an agreement with the County for the above named project; and

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

1. The Municipal Council of the City of Jersey City hereby supports the application of the Jersey City Public Schools, to Hudson County Open Space Advisory Board for a grant to enable the Jersey City Public Schools to help fund the laying of artificial turf and installation of lightning fixtures for the multipurpose field at Caven Point; and
2. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
3. This resolution shall take effect immediately.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												8-28-13	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
GAJEWSKI	✓			YUN	✓			LAVARRO	✓				
RAMCHAL	✓			OSBORNE	✓			RIVERA	✓				
BOGGIANO	✓			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



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

REHABILITATION PROJECT
OF
MULTIPURPOSE FIELD
"ED FORD ATHLETIC COMPLEX"

It is one of the top priorities of the Fulop administration to improve the recreation opportunities for all of the youth in our city.

Therefore, this administration is in full support of the Jersey City Public Schools co-operative effort with the Jersey City Recreation Foundation and the Jersey City Soccer Association for the rehabilitation of the "Ed Ford" Athletic Complex multi-purpose field.

This athletic complex serves as the home site for all Jersey City public and non-public high schools athletic teams, Department of Recreation programs, the Jersey City Soccer Association as well as a variety of adult sports leagues.

We understand the importance of this multi-purpose field and the benefit it brings to our youth. The refurbishment of this field with lights and artificial turf will greatly expand its usefulness and duration of use especially with addition of night games and fewer rainouts due to poor field conditions.

Scope:

Estimated cost of project is \$1.2 million and will include the following:

- Conversion of current natural grass to more durable artificial turf (\$650K-\$700K)
- Installation of high efficiency field lighting (\$150K-\$200K)
- Replacement of pre-existing fencing
& Procurement of spectator seating with safety barriers (\$300K)

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

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV



CITY OF JERSEY CITY

OFFICE OF CITY COUNCIL

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302

P: 201 547 5268 | F: 201 547 4678

ROLANDO LAVARRO, JR.

COUNCIL PRESIDENT

August 20, 2013

Hudson County Division of Planning
Meadowview Campus
595 County Ave, Bldg. 1, 2nd Fl.
Secaucus, NJ 07094
ATTN: Megan Massey

Re: Ed Ford Athletic Complex-Soccer Field

To the Hudson County Open Space Advisory Board:

I write in support of the Jersey City Public School's (JCPS) letter of intent to seek funding through the Hudson County Open Space Trust Fund in the 2013 cycle for the refurbishment of the Ed Ford Athletic Complex-Soccer Field at Caven Point. This project has the full support of the City of Jersey City, including Mayor Steven M. Fulop and the Department of Recreation.

As Council President, it is among my top priorities to advocate for expanded recreational opportunities for Jersey City youth. This summer alone, parts of Jersey City experienced a spike in violent crime, reflecting the need to provide more positive outlets for young people. I believe City government plays a vital role in providing dynamic programs and facilities to channel the energies of Jersey City youth. The refurbishment of the Ed Ford Athletic Complex not only serves that goal, but meets the Open Space Trust Fund's mission of providing a first-rate recreational opportunity — one that is located in the heart of Ward F, a low-moderate income neighborhood that desperately needs more parks and recreational facilities.

The Ed Ford Athletic Complex project provides vital infrastructure for JCPS students and those attending non-public high schools and elementary schools. Jersey City youth soccer leagues affiliated with the Department of Recreation, as well as the general public, will also have access to this field. The synthetic turf will make the field more durable and can accommodate other sports (e.g. cricket or lacrosse), and added lighting will support extended operating hours. It is worth noting that although demand for youth soccer continues to grow, Jersey City has a short supply of publicly accessible soccer fields relative to the number of baseball fields. Having a first-rate field soccer field at Caven Point will help us meet this demand.

Given the benefits this project will have for our community and its compatibility with the Trust Fund's goals, I wholeheartedly urge the Advisory Board to support this application.

Very truly yours,

A handwritten signature in black ink, appearing to read "Rolando R. Lavarro, Jr.", is written over a horizontal line.

Rolando R. Lavarro, Jr.
Council President

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

City Clerk- File No: RES. 13. 603

Agenda No. 10.Z. 24

Approved: AUG 28 2013



TITLE: **RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO NEW PATHWAY COUNSELING SERVICES, INC., TO PROVIDE COUNSELING SERVICES IN CONNECTION WITH THE EMPLOYEE ASSISTANCE PROGRAM**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) required the services of professional psychologists and counselors in connection with the operation of the Employee Assistance Program which provides counseling services to City employees; and

WHEREAS, the City's current contract for the provision of psychological services expired on June 30, 2013; and

WHEREAS, New Pathway Counseling Services, Inc. (New Pathway) is licensed by the New Jersey State Board of Psychological Examiners to provide psychological counseling and possesses the necessary qualifications to provide these services; and

WHEREAS, New Pathway has agreed to provide counseling services for a one year period effective July 1, 2013 for a fee not to exceed \$20,000.00; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

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

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

WHEREAS, New Pathway has completed and submitted a Business Entity Disclosure Certification which certifies that New Pathway 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 the contract will prohibit New Pathway from making any reportable contributions during the term of the contract; and

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

WHEREAS, New Pathway 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 \$8,000.00 are available in the 2013 calendar year budget in account No. 01-201-23-220-312 Department of Administration; and

WHEREAS, the remaining contract funds will be made available in the 2013 permanent budget; and

WHEREAS, the continuation of the contract after the expenditure of funds encumbered under this resolution shall be subject to the appropriation of sufficient funds in the 2014 temporary and permanent fiscal year budgets.

TITLE:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO NEW PATHWAY COUNSELING SERVICES, INC. TO PROVIDE COUNSELING SERVICES IN CONNECTION WITH THE EMPLOYEE ASSISTANCE PROGRAM

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

- 1. Subject to such modifications as Corporation Counsel deems necessary or appropriate, the Mayor or Business Administrator is authorized to execute the attached agreement with New Pathway to provide psychological counseling services for a period of one year, beginning on July 1, 2013 and expiring June, 30 2014. Total fee not to exceed \$20,000.00.
2. This contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law because the contract is for services performed by persons authorized by law to practice a recognized profession that is regulated by law.
3. Pursuant to N.J.A.C. 5:30-5.5(c), additional contract funds will be encumbered in the 2014 fiscal year temporary and permanent budgets.
4. Upon certification by an official or an employee of the City authorized to attest that New Pathway has provided services in accordance with the contract, then; payment to New Pathway shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The award of this contract shall be subject to the condition that New Pathway provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution. Also attached is the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.
7. A copy of this resolution shall be printed in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.

I, Donna Mauer, Chief Financial Officer, hereby certify that funds are made available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. # 110752

Donna Mauer
Chief Financial Officer

APPROVED: [Signature]

APPROVED: [Signature] Business Administrator

APPROVED AS TO LEGAL FORM

[Signature] Corporation Counsel

Certification Required []

Not Required []

APPROVED 9-0

Table with 12 columns: COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V. Rows include GAJEWSKI, RAMCHAL, BOGGIANO, YUN, OSBORNE, COLEMAN, RIVERA, WATTERMAN, 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]
Rodrigo R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

AGREEMENT

AGREEMENT made this ___ day of _____, 2013 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City") and **NEW PATHWAY COUNSELING SERVICES, INC.**, 995 Broadway, Bayonne, NJ 07002 (hereinafter referred to as "Consultant").

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for consultant to provide the City with professional psychological counseling services necessary for the operation of the City's Employee Assistance Program (EAP).

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all the required professional services in accordance with this Agreement, the Request for Proposal (RFP") prepared by the City dated June 7, 2013 and the proposal submitted June 27, 2013, entitled "Proposal The City of Jersey City Employee Assistance Program for Jersey City Employees" ("EAP Proposal") prepared by Consultant, both of which are attached hereto and made a part hereof by reference. This Agreement, the RFP, and the EAP Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of this Agreement, the provisions of the RFP and the provisions of the EAP Proposal, the provisions of this Agreement shall govern over the provisions of the RFP and the EAP Proposal, and the provisions of the RFP shall govern over the provisions of the EAP Proposal.

2. As part of the contract, New Pathway Counseling Services, Inc. will also provide monitoring urine screening for substance abuse at its Jersey City office. Lab results will be returned to New Pathway Counseling Services, Inc. staff who will act on them accordingly.

3. Such described services shall be performed during a period of 12 months, commencing on July 1, 2013 and ending on June 30, 2014.

4. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

ARTICLE III
Contractual Relationship

1. In performing the services under this agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. The total fees payable to Consultant for the entire term of this agreement shall not exceed \$20,000 including the urine monitoring screening referenced in Article II.

2. Compensation shall be due and payable to Consultant upon receipt of a monthly statement by the City from Consultant outlining services performed and/or rendered by Consultant on behalf of the City during that month. The monthly statement from Consultant shall specify the number of hours expended by Consultant during that monthly reporting period in the performance of services on behalf of the City. Consultant understands that said monthly statements must be submitted to the governing body of the City for approval prior to payment.

ARTICLE V
Insurance

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

A. Comprehensive General Liability: including Premises Operations, and Products Completed Operations - covering as insured the Consultant with not less than One Million (\$1,000,000) Dollars combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional named insured.

B. Worker's Compensation Insurance: benefit securing compensation for the benefit of the employees of the Consultant in the sum of One Hundred Thousand (\$100,000) Dollars (Statutory).

C. Professional Liability Insurance: covering as insured the Consultant with not less than ONE MILLION DOLLARS (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

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

Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, and Worker's Compensation Insurance, shall be kept in force until submission of the Consultant's final invoice.

ARTICLE VI Termination

1. Either party shall have the right to terminate this agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

2. Upon termination of this agreement, the Consultant will continue to provide services for those employees currently participating in the EAP for a maximum period of six (6) months from the date of termination at the discretion of the City.

ARTICLE VII
Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VIII
Entire Agreement

1. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE IX
Assignment

Consultant shall make no assignment or transfer of this agreement or assign or transfer any part of the work under this agreement.

ARTICLE
Choice of Law

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

ARTICLE XI
Modification

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

ARTICLE XII
Counter-parts

This agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XIII
Paragraph Headings

The paragraph headings in this agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XIV
Severability

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

ARTICLE XV
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XVI
Compliance With Affirmative Action Plan

(a) This Agreement does not exceed \$21,000.00, so it is not subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

ARTICLE XVII
Notice

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

City of Jersey City
Office of Health Benefits
City Hall
280 Grove Street,
Jersey City, N.J. 07302

Frank Mattiace, Director
New Pathway Counseling Services
995 Broadway
Bayonne, NJ 07002

ARTICLE XVIII
Certification of funds

The continuation of this agreement after the expenditure of funds encumbered in the 2013 permanent fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2014 temporary and permanent fiscal year budgets. If additional funds are not appropriated, this agreement shall terminate after the expenditure of funds encumbered in the 2013 calendar year budget.

ARTICLE XIX
New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XX
Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the Contractor to provide the goods and services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

ARTICLE XXI
Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 205, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

Robert Kakoleski
Acting Business Administrator

ATTEST:

NEW PATHWAY COUNSELING
SERVICES, INC.

FRANK MATTIACE
Director

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

City Clerk File No. RES. 13.604

Agenda No. 10.Z.25.

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide Senior Home Delivered Meals (Meals on Wheels) for the Department of Health & Human Services; and

WHEREAS, on August 31, 2011, the City of Jersey City (City) approved Resolution No. 11-602 awarding Whitsons Food Service a contract in the amount of \$1,144,800.00 to provide Senior Home Delivered Meals for the Department of Health & Human Services for a period of twelve (12) months effective September 1, 2011; and

WHEREAS, the City in accordance with the bidding specifications desires to exercise its second option of extending the contract for an additional twelve (12) months with a total cost of \$1,144,800.00 effective **September 1, 2013 through August 31, 2014**; and

WHEREAS, funds in the amount of **Fifty Thousand (\$50,000.00) Dollars** are available in the Federal Fund Senior Nutrition Grant Account No. 02-213-40-318-314; and

WHEREAS, the remaining contract funds of One Million, Ninety Four Thousand Eight Hundred (\$1,094,800.00) Dollars will be made available in the CY 2013 Permanent Budget and CY 2014 Temporary Budgets;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said extension of a contract with Whitsons Food Service be approved and awarded to said company in the amount above, and that such a contract be drawn up and executed; and be it further

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

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

City Clerk File No. RES. 13.604

Agenda No. 10.2.25 AUG 28 2013

TITLE:

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

RESOLVED, pursuant to N.J.A.C. 5:30-5.5 (c), additional contract funds will be encumbered in the 2014 fiscal year temporary and permanent budgets;

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, hereby certify that funds in the amount of \$50,000.00 are available for the payment of this resolution in the Federal Fund Department of Health & Human Services Senior Nutrition Grant account no. 02-213-40-318-314, PO#110826.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature]
APPROVED: [Signature] Business Administrator CORPORATION COUNSEL [Signature]
Certification Required []
Not Required []

APPROVED 9-0

Table with 12 columns: COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V. Rows include GAJEWSKI, RAMCHAL, BOGGIANO, YUN, OSBORNE, COLEMAN, RIVERA, WATTERMAN, 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

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF RESOLUTION AGREEMENT:

RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Stacey Flanagan. (201) 547-6800.

3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:

CY 2013-2014 Senior Home Delivered Meals (Meals on Wheels Program) for the Department of Health & Human Services.

4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:

To facilitate and assist seniors by providing nutritional meals in homes.

5. ANTICIPATED BENEFITS TO THE COMMUNITY:

Providing nutritional meals to senior citizens who are in need.

6. COST OF PROPOSED PROGRAM, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):

Federal Fund Senior Nutrition Grant Account \$1,144,800.00

7. DATE PROPOSED OR PROJECT WILL COMMENCE:

September 1, 2013

8. ANTICIPATED COMPLETION DATE:

August 31, 2014

9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM,

Larry Eccleston (201)547-5838.

10. Additional Comments:

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

SIGNATURE OF DIVISION DIRECTOR

DATE



SIGNATURE OF DEPARTMENT DIRECTOR

8/22/13

DATE

City of Jersey City
Dept. of Health & Human Svcs.
Fiscal Office

From : Elizabeth Castillo

To: Sean Gallagher

Date: 8/16/2013

PO. # 110826

Documentation Attached

X	Legislative Fact Sheet
X	Resolution
	Value of Certification \$17,500
	Contract Agreement
X	BRC
X	Business Entity Disclosure Certification
X	Chapter 271 (P2P)
X	P2P Reform Ordinance 08-128
X	EEO/AA Requirements
	Bid Specifications
	OTHER:

C: Peter Folgado, Purchasing

John Mercer, BA Office

Jeana Abuan, EEO/AA Office



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

PURCHASE ORDER NUMBER
110826

PURCHASE ORDER & VOUCHER

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # 0162794
BUYER RESOPT

DATE	VENDOR NO.
08/16/2013	WH591060

VENDOR INFORMATION

WHITSONS FOOD SERVICE
 1800 MOTOR PARKWAY

ISLANDIA NY 11749

DELIVER TO
 HEALTH & HUMAN SERVICES
 ONE JOURNAL SQUARE PLAZA
 2ND FL
 JERSEY CITY NJ 07306

BILL TO
 HEALTH & HUMAN SERVICES
 ONE JOURNAL SQUARE PLAZA
 2ND FL
 JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	SVC	HOME DELIVERED MEALS ENCUMBRANCE TO ESTABLISH FUNDING TO PROVIDE FROZEN COOKED MEALS FOR THE MEALS ON WHEELS PROGRAM AS AWARDED BY PUBLIC BID FOR THE PERIOD OF 9/1/13 - 8/31/14 TEMPORARY ENCUMBRANCE: \$50,000.00 TOTAL CONTRACT AMOUNT: \$1,144,800.00 ORIGINAL RESO. #11-602, DATED 8/31/11 FIRST OPTION RESO. #12-604, DATED 8/1/12 EXERCISING LAST OPTION OF TWO YEAR PPV'S	02-213-40-318-314	50,000.0000	50,000.00

TAX EXEMPTION NO. 22-6002013

PO Total 50,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

Raquel Vazquez for Peter Solgado, CPA 8/16/13

Original Copy

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

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

City Clerk File No. RES. 11-602

Agenda No. 10.2.10.

Approved: AUG 31 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES /SENIOR AFFAIRS

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide Senior Home Meals (Meals on Wheels) for the Department of Health & Human Services; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received One (1) Bid, the sole bid being that from Whitsons Food Service, 1800 Motor Parkway, Islandia, New York 11749 in the total bid amount of One Million, One Hundred Forty Four Thousand, Eight Hundred (\$1,144,800.00) Dollars ; and

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

WHEREAS, the sum of One Million, One Hundred Forty Four Thousand, Eight Hundred (\$1,144,800.00) Dollars will be budgeted for the 2011 and 2012 Budget Year subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of Two Hundred Thousand (\$200,000.00) Dollars is available in the 2011 temporary budget in Account 02-213-41-118-314; and

WHEREAS, the funds for this service is from the Federal Funds Senior Nutrition Grant; and

Dept. of Health & Human Services		
Acct No.	P.O. # 103961	Amount
02-213-41-118-314		Temp. Encumbrancy \$200,000.00
		Total Contract Amount \$1,144,800.00

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

WHEREAS, the remaining contract funds of Nine Hundred Forty Four Thousand, Eight Hundred (\$944,800.00) Dollars will be made available in the 2011 and 2012 temporary and permanent budgets; and

WHEREAS, this award of contract is contingent upon sufficient funding being appropriated in the 2011, 2012, 2013 and 2014 Temporary & Permanent budgets; and

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

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

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES /SENIOR AFFAIRS

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

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

J.A. 8/23/11
 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 Dept. of Health & Human Services

Dept. of Health & Human Services
 Acct No. 02-213-41-118-314 P.O. # 103961
 Amount
 Temp. Encumbrancy \$200,000.00
 Total Contract Amount \$1,144,800.00

Approved by Peter Folgado
 for Peter Folgado, Director of Purchasing

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Julia
 Business Administrator

Ass't. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				AUG 31 2011							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	ABSENT			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contract

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City, NJ 07302
Tel. #201-547-4533
Fax #201-547-5088
Email Address: abuanJ@icnj.org

EXHIBIT A

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

Goods, Professional Services and General Service Contracts

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

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

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

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

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

EXHIBIT A (continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

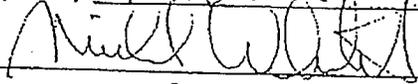
Representative's Name/Title Print: Michael Whitman, VP
Representative's Signature: *Michael Whitman*
Name of Company: Whitman Ford Service Branch Corp
Tel. No.: 631-750-1423 Date: 2-1-2013

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

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

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

Representative's Name/Title (Print): Michael Whitcomb, VP

Representative's Signature: 

Name of Company: Whitsons Food Service, Bronx Corp

Tel. No.: 031-750-1403 Date: 2-1-2013

Certification
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 29128

RENEWAL

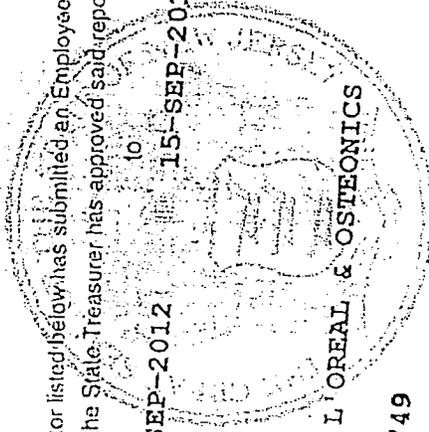
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-SEP-2012

to

15-SEP-2015

WHITSONS FOOD SERVICE AT L'OREAL & OSTEONICS
1800 MOTOR PARKWAY
ISLANDIA NY 11749



Andrew P. Sidamon-Eisloff
State Treasurer

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders**

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

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

Business Name: Whitsans
Address: 100 Motor Parkway, Island MD 11764
Telephone No.: 410-424-2700
Contact Name: _____

Please check applicable category :

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned Business (WBE) | <input checked="" type="checkbox"/> Neither |

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
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: Whitson's Food Service, Brn Corp

Address: 1800 Motor Parkway, Island nj 11749

Telephone No.: 631-750-1423

Contact Name: Michael Whitson, VP

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Businesss (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

WHITSONS FOOD SERVICE BRONX CORPORATION

TRADE NAME:

ADDRESS:

830 BOND ST
ELIZABETH NJ 07201-1905

SEQUENCE NUMBER:
1202549

EFFECTIVE DATE:

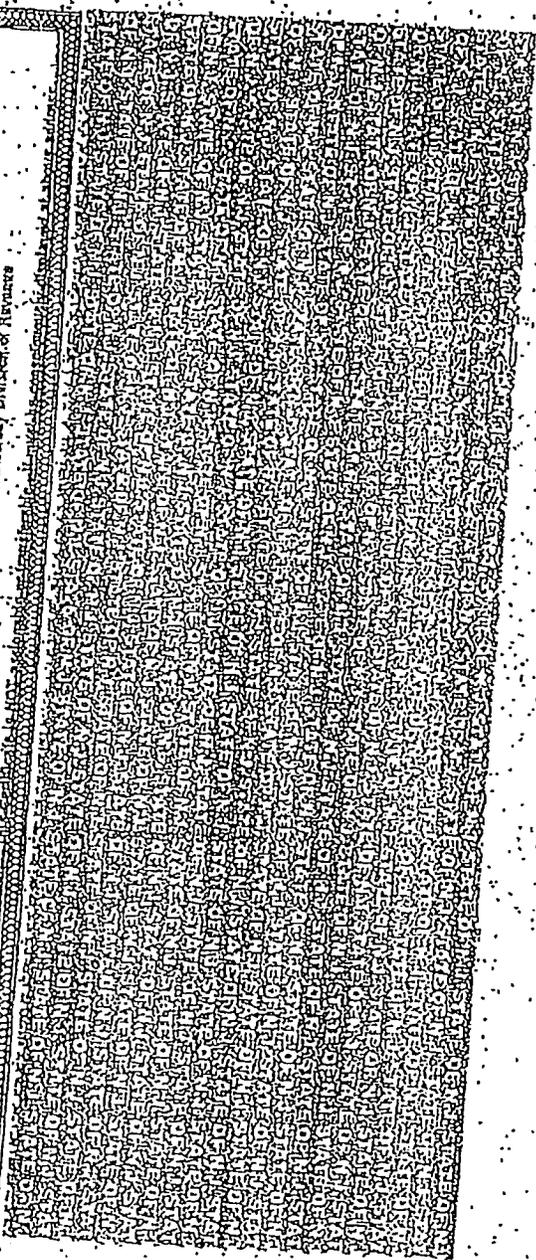
01/01/04

ISSUANCE DATE:

10/25/06

Jana J. P...
Acting Director
New Jersey Division of Revenue

FORM BR-08 (01)



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

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

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

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

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

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

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

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

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

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

Temporary and Executing

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

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

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

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

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

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

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

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

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

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City 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                             |
|------------------------------|------------------------------------------|
| Robert Whitcomb              | 16 Blueberry Ridge Rd Old Field NY 11733 |
| Douglas Whitcomb             | 70 South Harbor Rd Ashbrook NY 11768     |
| John Whitcomb                | 34 Little Harbor Rd Mt Sinai 11766       |
| Michael Whitcomb             | 5 Dampier Hill Ln Huntington NY 11743    |
| Beth Bawster                 | 21 Woodlot St St James NY 11780          |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |

**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: Whitcomb Food Service (Bronx) Corp  
 Signature of Affiant: Beth Bawster Title: CFO  
 Printed Name of Affiant: Beth Bawster Date: 7/29/13

Subscribed and sworn before me this 29<sup>th</sup> day of July, 2013.  
 My Commission expires: Aug. 20, 2015  
 \_\_\_\_\_ (Witnessed or attested by)  
 \_\_\_\_\_ (Seal)

**JOANNE FRIEDMAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01FR6173047  
Qualified in Nassau County  
My Commission Expires August 20, 2015**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

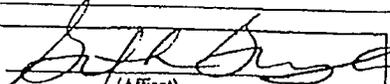
- Partnership       Corporation       Sole Proprietorship  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership  
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

|                                                                                   |                                                                                     |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Name: Robert Whitcomb<br>Home Address: 16 Blueberry Ridge Rd<br>Oldfield NY 11733 | Name: Douglas Whitcomb<br>Home Address: 50 So. Harbor Rd<br>Asheroken, NY 11768     |
| Name: John Whitcomb<br>Home Address: 34 Little Harbor Rd.<br>Mt Sinai, NY 11766   | Name: Michael Whitcomb<br>Home Address: 5 Dimplin Hill Lane<br>Huntington, NY 11743 |
| Name: Beth Buxter<br>Home Address: 21 Woodlot Rd<br>St James, NY 11780            | Name:<br>Home Address:                                                              |

Subscribed and sworn before me this 29<sup>th</sup> day of July, 2013  
\_\_\_\_\_  
(Notary Public) Joanne Friedman  
My Commission expires: 8-20-2015

  
(Affiant)  
Beth Buxter CFO  
(Print name & title of affiant)  
(Corporate Seal)

JOANNE FRIEDMAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01FR6173047  
Qualified in Nassau County  
My Commission Expires August 20, 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 Whitsons Food Service (Brox) Corp (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding JULY 29, 2013 (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 Whitsons Food Service (Brox) Corp (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: Whitsons Food Service (Brox) Corp.  
Signed: Beth Bunster Title: CFO  
Print Name: Beth Bunster Date: 7/29/13

Joanne Friedman  
Subscribed and sworn before me  
this day 29<sup>th</sup> of July 2013.

(Affiant)

My Commission expires:  
August 20, 2015

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

**JOANNE FRIEDMAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01FR6173047  
Qualified in Nassau County  
My Commission Expires August 20, 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

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name             | Address                                     | % owned |
|------------------|---------------------------------------------|---------|
| Robert Whitcomb  | 16 Blueberry Ridge Rd<br>Old Field NY 11733 | 17      |
| Douglas Whitcomb | 50 South Harbor Rd<br>Asharoken, NY 11768   | 17      |
| John Whitcomb    | 34 Little Harbor Rd<br>Mt. Sinai NY 11766   | 17      |
| Michael Whitcomb | 5 Dumplin Hill Ln<br>Huntington, NY 11743   | 12      |
| Beth Buwster     | 21 Woodlot Rd<br>St James, NY 11780         | 10      |

SIGNATURE: *Beth Buwster*

TITLE: CFO - Beth Buwster

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 29<sup>th</sup> Day of July OF 2013

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)  
NOTARY PUBLIC OF Joanne Friedman  
MY COMMISSION EXPIRES: 2015 August 20

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

JOANNE FRIEDMAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01FR6173047  
Qualified in Nassau County  
My Commission Expires August 20, 2015

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

City Clerk File No. RES. 13.605

Agenda No. 10.2.26

Approved: AUG 28 2013

TITLE:



## RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH NU-WAY CONCESSIONAIRES, INC. TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

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

**WHEREAS**, there exists a need to provide cooked meals for the senior nutrition program congregate sites for the Department of Health & Human Services; and

**WHEREAS**, on August 31, 2011 the City of Jersey City (City) approved Resolution No. 11-605 awarding Nu-Way Concessionaires, Inc. a contract in the amount of \$262,800.00 to provide cooked meals for the Department of Health & Human Services senior nutrition program congregate sites for a period of twelve (12) months effective September 1, 2011; and

**WHEREAS**, the City in accordance with the bidding specifications desires to exercise its second option of extending the contract for an additional twelve (12) months with a total cost of \$262,800.00 effective **September 1, 2013 through August 31, 2014**; and

**WHEREAS**, funds in the amount of **Thirty Thousand (\$30,000.00) Dollars** are available in the Federal Fund Senior Nutrition Grant Account No.02-213-40-318-314; and

**WHEREAS**, the remaining contract funds of Two Hundred Thirty Two Thousand, Eight Hundred (\$232,800.00) Dollars will be made available in the CY 2013 Permanent Budget and CY 2014 Temporary Budgets;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of Jersey City that said extension of a contract with Nu-Way Concessionaires, Inc. be approved and awarded to said company in the amount above, and that such a contract be drawn up and executed; and be it further

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

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

City Clerk File No. RES. 13. 605

Agenda No. 10.Z.26 AUG 28 2013

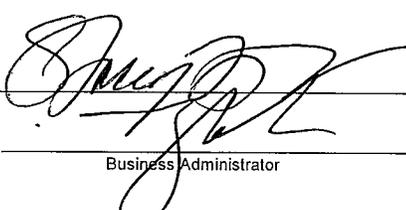
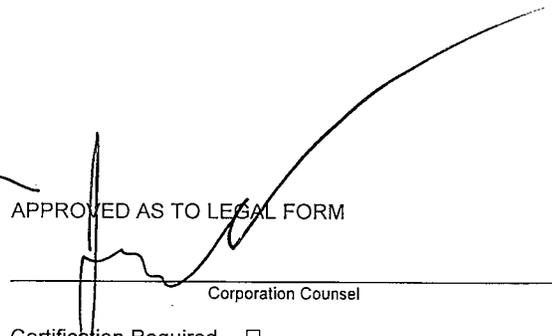
TITLE:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH NU-WAY CONCESSIONAIRES, INC. TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES**

**RESOLVED**, pursuant to N.J.A.C. 5:30-5.5(c), additional contract funds will be encumbered in the 2014 fiscal year temporary and permanent budgets;

**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, hereby certify that funds in the amount of \$30,000.00 are available for the payment of this resolution in the Federal Fund Department of Health & Human Services Senior Nutrition Grant account no. 02-213-40-318-314, PO# 110827.

APPROVED:  APPROVED AS TO LEGAL FORM 

APPROVED: \_\_\_\_\_ CORPORATION COUNSEL

Business Administrator

Corporation Counsel

Certification Required

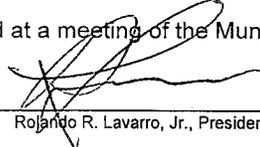
Not Required

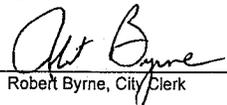
APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | 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

## LEGISLATIVE FACT SHEET

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

**1. FULL TITLE OF RESOLUTION AGREEMENT:**

RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH NU-WAY CONCESSIONAIRES, INC. TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

**2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**

Stacey Flanagan (201) 547-6800.

**3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**

CY 2013-2014 Senior Congregate Sites for the Department of Health & Human Services.

**4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:**

To facilitate and assist seniors by providing nutritional meals in homes.

**5. ANTICIPATED BENEFITS TO THE COMMUNITY:**

Providing nutritional cooked meals to senior citizens who are in need.

**6. COST OF PROPOSED PROGRAM, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):**

Federal Fund Senior Nutrition Grant Account \$262,800.00)

**7. DATE PROPOSED OR PROJECT WILL COMMENCE:**

September 1, 2013

**8. ANTICIPATED COMPLETION DATE:**

August 31, 2014

**9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM,**

Larry Eccleston (201)547-5838.

**10. Additional Comments:**

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

\_\_\_\_\_  
SIGNATURE OF DIVISION DIRECTOR

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

8/22/13  
\_\_\_\_\_  
DATE

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

City Clerk File No. RES. 11-605

Agenda No. 10.2.13

Approved: AUG 31 2011

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NU-WAY CONCESSIONAIRES, INC., TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES /SENIOR AFFAIRS**

## COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide Cooked Meals for Senior Congregate Site Nutrition Program for the Department of Health & Human Services; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received One (1) Bid, that sole bid being that from Nu-Way Concessionaires, Inc., 339-345 Bergen Avenue, Kearny, New Jersey 07032 in the total bid amount of Two Hundred Sixty Two Thousand, Eight Hundred (\$262,800.00) Dollars; 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 Sixty Two Thousand, Eight Hundred (\$262,800.00) Dollars will be budgeted for the 2011 and 2012 Budget Year subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of Ninety Thousand (\$90,000.00) Dollars is available in the 2011 temporary budget in Account 02-213-41-118-314; and

WHEREAS, the funds for this service is from the Federal Funds Senior Nutrition Grant; and

| Dept. of Health & Human Services |        |                                    |
|----------------------------------|--------|------------------------------------|
| Acct No.                         | P.O. # | Amount                             |
| 02-213-41-118-31                 | 103967 | Temp. Encumbrancy \$90,000.00      |
|                                  |        | Total Contract Amount \$262,800.00 |

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

WHEREAS, the remaining contract funds of One Hundred Seventy Two Thousand, Eight Hundred (\$172,800.00) Dollars will be made available in the 2011 and 2012 temporary and permanent budgets; and

WHEREAS, this award of contract is contingent upon sufficient funding being appropriated in the 2011, 2012, 2013 and 2014 Temporary & Permanent budgets; and

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

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

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NU-WAY CONCESSIONAIRES, INC., TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES /SENIOR AFFAIRS**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Nu-Way Concessionaires, Inc., be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract 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

*8/23/11* *J.A.* 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 Dept. of Health & Human Services

Dept. of Health & Human Services  
 Acct No. 02-213-41-118-31 P.O. # 10396Z Amount Temp. Encumbrancy \$90,000.00  
Total Contract Amount \$262,800.00

Approved by Aguel Isado  
 for Peter Folgado, Director of Purchasing

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 8-0  
AUG 31 2011

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

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

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

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

Robert Byrne  
 Robert Byrne, City Clerk

# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## Goods, Professional Services and General Service Contract

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

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

## EXHIBIT A

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

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

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

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

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

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

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

## EXHIBIT A (continued)

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

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

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

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

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

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

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

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

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

**EXHIBIT A**

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): Michael M. Liegel

Representative's Signature: 

Name of Company: NuWay Concessionaires, Inc

Tel. No.: 201-997-4851 Date: 3-1-13

X399

**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: Miguel Liaga  
Representative's Signature: [Signature]  
Name of Company: No-Way Concessionaires Inc.  
Tel. No.: 201-997-4851 Date: 3-1-13

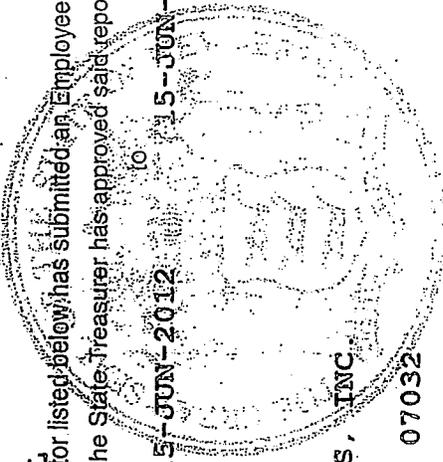
X399

Certification 4766

# 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-JUN-2012 to 15-JUN-2015



**NU-WAY CONCESSIONARIES, INC.**  
**339-345 BERGEN AVENUE**  
**KEARNY NJ 07032**

A handwritten signature in black ink, appearing to be "A. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)  
Questionnaire for Bidders**

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

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

Business Name: Nu-Way Concessionaires Inc  
Address: 339-345 Bergen Ave Kearny NJ 07032  
Telephone No.: 201-997-4851 x399  
Contact Name: Michael Liegel

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned Business (WBE)

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY

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Questionnaire for Bidders**

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**Woman Business Enterprise**

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

OFFICE OF EQUAL OPPORTUNITY COPY

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**

**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non Construction Contracts**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

**“New Jersey Business Registration Requirements”**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

**For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.**

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME

NU-WAY CONCESSIONAIRES, INC.

ADDRESS:  
339 BERGEN AVE  
KEARNY NJ 07032  
EFFECTIVE DATE  
08/20/71

TRADE NAME:

SEQUENCE NUMBER:  
0415911

ISSUANCE DATE:  
06/25/08

*James J. ...*  
Director  
New Jersey Division of Revenue

FORM BPC  
104-001-02086-80

This Certificate is NOT valid unless accompanied by a valid address.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfn/menu.shtml](http://www.nj.gov/dca/lgs/lfn/menu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee<sup>\*</sup>
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

<sup>\*</sup> N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."





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

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

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

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

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

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

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

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

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

**Temporary and Executing**

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

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

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

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

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

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

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

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

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

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

Part I – Vendor Affirmation

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

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
George Carfora	439 Main Ave Wood Ridge NJ
Joseph Pantaleo	748 Oak Ridgefield NJ

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: NulWay Concessionaires
Signature of Affiant: [Signature] Title: Sec. Ity Treasurer
Printed Name of Affiant: George Carfora Date: 5-30-13

Subscribed and sworn before me this 9th day of May, 2013

My Commission expires: **KAREN ANN MULLER**
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAR. 2, 2016

[Signature]
(Witnessed or attested by)
[Signature]
(Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>George Carfara</u>	Name:
Home Address: <u>49 Main Ave Wood Ridge NJ</u>	Home Address:
Name: <u>Joseph Pantaleo</u>	Name:
Home Address: <u>738 Oak Ridgefield NJ</u>	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 29th day of July, 2013 George Carfara
 (Notary Public) Karen Ann Muller George Carfara
 My Commission expires: _____ (Print name & title of affiant)
 (Corporate Seal)

KAREN ANN MULLER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAR 2, 2016

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
George Carfora	439 Main Avenue Wood Ridge NJ	45%
Joseph Pantaleo	748 Oak Ridgefield NJ	45%

SIGNATURE: _____

George Carfora

TITLE: _____

Secretary Treasurer

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

Jul 30 OF 20 *13*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

KAREN ANN MULLER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: MAR. 2, 2018

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

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

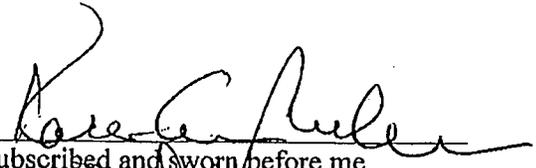
PART I - Vendor Affirmation

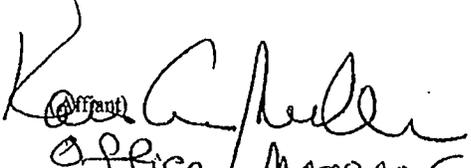
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Noway Concessionaires (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations 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: Noway Concessionaires, Inc.
Signed:  Title: Secretary Treasurer
Print Name: George Cortora Date: 7-30-13


Subscribed and sworn before me
this day 30 of July, 2013.
My Commission expires:


(Affiant)
Office Manager

**KAREN ANN MULLER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAR. 2, 2016**

(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

City of Jersey City
Dept. of Health & Human Svcs.
Fiscal Office

From : Elizabeth Castillo

To: Sean Gallagher

Date: 8/16/2013

PO. # 110827

Documentation Attached

<input checked="" type="checkbox"/>	Legislative Fact Sheet
<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	Value of Certification \$17,500
<input type="checkbox"/>	Contract Agreement
<input checked="" type="checkbox"/>	BRC
<input checked="" type="checkbox"/>	Business Entity Disclosure Certification
<input checked="" type="checkbox"/>	Chapter 271 (P2P)
<input checked="" type="checkbox"/>	P2P Reform Ordinance 08-128
<input checked="" type="checkbox"/>	EEO/AA Requirements
<input type="checkbox"/>	Bid Specifications
<input type="checkbox"/>	OTHER:

C: Peter Folgado, Purchasing

John Mercer, BA Office

Jeana Abuan, EEO/AA Office



CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
110827

REQUISITION # **0162796**
BUYER **RESOPT**

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE: **08/16/2013**
VENDOR NO.: **NU408600**

VENDOR INFORMATION

NU-WAY CONCESSIONAIRES INC
339-345 BERGEN AVENUE

KEARNY NJ 07032

DELIVER TO
HEALTH & HUMAN SERVICES
ONE JOURNAL SQUARE PLAZA
2ND FL
JERSEY CITY NJ 07306

BILL TO
HEALTH & HUMAN SERVICES
ONE JOURNAL SQUARE PLAZA
2ND FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	SVC	CONGREGATE SITE FUNDING TO PROVIDE COOKED MEALS FOR THE SENIOR CONGREGATE SITE NUTRITION PROGRAM AS AWARDED BY PUBLIC BID FOR THE PERIOD OF 9/1/13 - 12/31/13 TEMPORARY ENCUMBRANCE:\$30,000.00 TOTAL CONTRACT AMOUNT:\$262,800.00 ORIGINAL RESO. #11-605, DATED 8/31/11 FIRST OPTION RESO. #12-603, DATED 8/1/12 EXERCISING LAST OPTION OF TWO YEAR PPV'S	02-213-40-318-314	30,000.0000	30,000.00

TAX EXEMPTION NO. **22-6002013**

PO Total **30,000.00**

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

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

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

City Clerk File No. RES. 13,606

Agenda No. 10.Z.27

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING A CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. TO PROVIDE ANIMAL CONTROL SERVICES FOR EVENING SHIFT, AFTER HOURS OR ON CALL AND WEEKENDS FOR THE CITY'S DEPARTMENT OF HEALTH AND HUMAN SERVICES, ANIMAL CONTROL BUREAU WHEN CITY ANIMAL CONTROL OFFICERS ARE NOT AVAILABLE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Liberty Humane Society, Inc. (LHS) manages the operations of the City of Jersey City's (City) animal shelter for a term of one year pursuant to an agreement effective March 13, 2013; and

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

WHEREAS, the City needs to hire a contractor to provide animal control services when the Division's Animal Control Officers are not available because of vacation or sick time; and

WHEREAS, LHS will provide animal control services for any injured domestic or wildlife animal in Jersey City for after hours, evening shift and 24 hours on each Saturday and Sunday, as described in the Scope of Services which is attached hereto and incorporated herein by reference as Exhibit A, for the period of July 1, 2013 through December 31, 2013 for a total contract amount not to exceed \$40,000; and

WHEREAS, LHS agrees to perform Animal Control Services for the sum of \$700.00 per weekend shift, \$225.00 per evening shifts, and \$200.00 per after hours; and

WHEREAS, the Director Stacey Lea Flanagan considers these to be fair and reasonable prices for these services on the indicated days and recommends that the City enter into a contract with LHS to provide animal control services; and

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

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

WHEREAS, the contract shall be effective as of July 1, 2013 through December 31, 2013; and

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

WHEREAS, the funds in the amount of Forty Thousand (\$40,000) Dollars for this expenditure are available in the Department of Health and Human Services Operation Budget Contractual account No. 01-201-27-331-314;

TITLE:

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

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

- 1) Pursuant to N.J.S.A. 40:48-5.1 a contract is approved and awarded to Liberty Humane Society, Inc. to provide animal control services on evening shift, after hours or on-call and weekends;
- 2) The total contract amount shall not exceed \$40,000 and the term of the contract is for six months effective July 1, 2013 and ending on December 31, 2013;
- 3) LHS shall be paid the sum of \$700 per weekend shift, \$225 per evening shift, and \$200 per after hours;
- 4) Upon certification by an official or employee of the City authorized to accept the services pursuant to the contract that the same have been provided and that the requirements of the contract met, then, payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
- 5) This contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
- 6) Subject to such modifications as deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Agreement attached hereto.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available in the amount of \$40,000 for the payment of this resolution in the Dept. of Health & Human Services Operating Contractual Account No. 01-201-27-331-314, PO# 110922.

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel
Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF RESOLUTION AGREEMENT:

RESOLUTION AUTHORIZING A CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. TO PROVIDE ANIMAL CONTROL SERVICES FOR EVENING SHIFT, AFTER HOURS OR ON CALL AND WEEKENDS FOR THE CITY'S DEPARTMENT OF HEALTH AND HUMAN SERVICES, ANIMAL CONTROL BUREAU WHEN CITY ANIMAL CONTROL OFFICERS ARE NOT AVAILABLE

2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Stacey Flanagan. (201) 547-6800.

3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:

Liberty Humane Society will provide animal animal control services for the Department of Health & Human Services Health Division Animal Control Program as needed when the City Animal Control Officers' are off on vacation or sick days.

4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:

To comply with 24 hour animal control services emergency coverage.

5. ANTICIPATED BENEFITS TO THE COMMUNITY:

6. COST OF PROPOSED PROGRAM, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):

DHHS Current Fund Division of Health Contractual Account \$40,000.

7. DATE PROPOSED OR PROJECT WILL COMMENCE:

July 1, 2013

8. ANTICIPATED COMPLETION DATE:

December 31, 2013

9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:

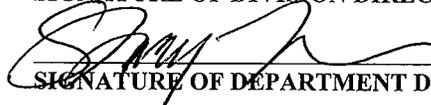
Nilda Guivas (201)547-4743

10. Additional Comments:

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

SIGNATURE OF DIVISION DIRECTOR

DATE



SIGNATURE OF DEPARTMENT DIRECTOR

8/23/13

DATE

AGREEMENT

AGREEMENT made this _____ day of _____, 2013 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City") and LIBERTY HUMANE SOCIETY, INC., a non-profit corporation of the State of New Jersey ("Contractor" or "LHS"), P.O. Box 3766, Jersey City, New Jersey

WHEREAS, Liberty Humane Society, Inc. (LHS) provides Animal Control services for weekends, evenings and after hours or on call coverage for the City of Jersey City when services are needed in the absence of Jersey City Animal Control Officers for the period beginning July 1, 2013 through December 31, 2013; and

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

WHEREAS, there exists a need to have a backup plan for animal control services in emergency situations on after hours or on call, evening shift, and Saturday and Sundays (weekends) when Jersey City Animal Control Officers are unavailable due to staffing shortages, vacations or sick leaves; and

WHEREAS, LHS will provide animal control services for after hours, evening shift and 24 hours on each Saturday and Sunday, for the period of July 1, 2013 through December 31, 2013 as described in the Scope of Services which is attached hereto and incorporated herein by reference as Exhibit A, for the City's Department of Health and Human Services; and

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

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

WHEREAS, the City agrees to pay LHS the sum of \$700 per weekend shift, \$225 per evening shift and \$200 per after hours or on call shift for a 6 month term, effective as of July 1, 2013, and ending December 31, 2013.

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

ARTICLE I
Purpose of Agreement

The purpose of this Agreement is for Contractor to provide animal control services on the specified days as described in Exhibit A incorporated herein by reference and attached hereto.

ARTICLE II
Scope of Services

1. Contractor shall perform for the City all the services as requested by the City and as described in the Scope of Services which is attached hereto and incorporated herein by reference as Exhibit A. The contract consists of this Agreement and the attached Scope of Services.

2. The contract term is for six months effective as of July 1, 2013 and ending on December 31, 2013.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified in the scope of services unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III
Contractual Relationship

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

2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work and services are correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. In consideration for providing animal control services for after hours, evening shift and 24 hours on each Saturday and Sunday throughout the contract period, as described in the Scope of Services which is attached hereto and incorporated herein by reference as Exhibit A, the City shall pay the Contractor a fee of \$700 per weekend shift, \$225 per evening shift and \$200 per after hours or on call shift in monthly payments. The total contract amount shall not exceed the sum of \$40,000.

2. The Contractor shall invoice the City for payment at the end of each month for services rendered that month. The invoice shall include a summary of expenses and any other documentation supporting payment for the time period being billed. Documentation shall include but not limited to paid invoices for services or materials purchased by the Contractor, payroll registers, and canceled checks. Also, the Contractor shall provide a quarterly summary report, this is in addition to the bookkeeping as described in the scope of services.

ARTICLE V
Insurance

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

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

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

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

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

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI
Termination for Cause

1. In the event the performance by the Contractor of the services provided for under this Agreement is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice given, the City shall at its sole option be entitled to terminate this Agreement immediately

upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed within such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory performance or condition within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Contractor was first notified thereof. Contractor is not entitled to any compensation subsequent to receiving notice of termination from the City.

ARTICLE VII
Arbitration

1. Any disputes or claims arising out of this Agreement or breach thereof, with the exception of disputes or claims involving non-payment of fees by the City or a decision by the City to terminate this Agreement, shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

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

ARTICLE VIII
Indemnity

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

the commencement of the term of this Agreement; or (iii) violations of Legal Requirements which exist at the commencement of this Agreement. LHS's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

ARTICLE IX
Entire Agreement

1. This Agreement constitutes the entire animal control services agreement between City and Contractor for weekends, evening shift, after hours or on call. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

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

ARTICLE X
Assignment

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

ARTICLE XI
Notice

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

Stacey Flanagan	John Hanussak
Director of Dept of H&HS	President
City of Jersey City	Liberty Humane Society, Inc.
1 Journal Square Plaza, 2 nd Floor	P.O. Box 3766
Jersey City, NJ 07306	Jersey City, NJ 07303

ARTICLE XII
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

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

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

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

Attest for City of Jersey City:

City of Jersey City

Robert Byrne, City Clerk
Date:

Robert Kakoleski, Acting Business Administrator
Date:

Attest for Liberty Humane Society, Inc.:

Liberty Humane Society, Inc.

Name, Title:
Date:

John Hanussak, President
Date:

SCOPE OF SERVICES (EXHIBIT A)

Animal Control Officer Services by Contractor:

1. Contractor shall provide humane care and/or emergency services for evening shift, after hours or on call and 24-hour on-call on each Saturday and Sunday throughout the term of this contract for the period of July 1, 2013 through December 31, 2013 for any injured domestic and wildlife animal in Jersey City pursuant to this Agreement.

- Weekend shift is defined as Saturday and Sunday starting Friday night at 11PM and ending Monday Morning at 8AM.
- Evening shift is defined as starting at 3:30PM and ending at 11PM
- After hours or on call is defined as starting at 11PM and ending at 8AM

Contractor shall timely respond to all calls and complaints from the public which may involve lost, stray, injured, or nuisance domestic animals; also suspect rabid wild or domestic and vicious dogs.

Contractor shall use a City Animal Control Officer (ACO) vehicle if at all available, and LHS will provide a vehicle in emergency situations when one is not able to be provided.

2. If a situation arises on a weekend, evening shift or after hours or on call, requiring the use of a Certified Animal Cruelty Officer, Contractor should immediately contact the City's Animal Control Cruelty Officer, Joseph Frank.

Because there is a difference between an Animal Control Officer and Animal Cruelty Officer, Contractor shall make certain that only its employees with the proper certification do the specified services. If an animal simply needs to be removed, Contractor should call the Jersey City Police Department for service.

3. **Capture** - Contractor must respond to and capture stray domestic animals, as well as wild animal rabies vectors (i.e., raccoons, skunks, groundhog, foxes, and bats) threatening the safety and health of the City's residents. In order to carry out this duty, it is essential that Contractor be equipped with the proper equipment (i.e., transportation vehicles, rabies poles, heavy gloves, a two way radio, official uniforms and badges, and humane capture animal traps).

Nuisance wildlife animals not considered to be threatening to humans (i.e., healthy appearing raccoons in garbage cans, squirrels in attics, etc) are NOT necessary services for municipal animal control nor Contractor to provide. Contractor's Animal Control Officers should be able to educate residents over the telephone on how to modify their homes (i.e., cap chimneys, secure trash firmly, etc.) so as to not attract animal nuisances and should be referred to the proper agencies that can assist them.

4. **Confinement** - Contractor shall serve notices on the owner or person in charge of an animal affected by rabies which has bitten a person or an animal bitten by an animal affected by rabies for confinement of the animal, if authorized by the Health Officer pursuant to N.J.S.A. 26:4-82 and 83.

5. **Evaluation** - Contractor shall evaluate the animals captured or picked up and provide veterinary services for the animals that require emergency care while under the Contractor's care.

6. Contractor shall be responsible for all calls initiated by the Jersey City Police Department (JCPD) and assigned with an event number that is reported to Contractor. Contractor may utilize the JCPD emergency services unit and the Jersey City Fire Department, if needed.

7. Contractor shall communicate in a timely manner to the Division of Health, Animal Control Bureau and set up a system between Contractor and the Division for proper briefings of animals taken to the vet hospital, animals requiring continued care at the vet hospital that might require follow-up and/or pick up by the Division, and unresolved calls.

8. **Bookkeeping** - Contractor shall properly maintain and keep records and logs (i.e., documents of calls, payroll, activities, and trip sheets). The Contractor shall include the Police Event Number provided by the dispatcher on the daily trip sheet completed by the Animal Control Officer responding to the call. The Contractor shall forward the completed trip sheets to the Department of Health and Human Services with the invoice for payment.

9. **Impoundment Facilities** - The contractor's facilities are required to meet all New Jersey State regulations under the New Jersey Administrative Code 8:23-A 1.1 through 1.13 governing sanitary conduct and operation of animal shelters. State regulation mandates that a veterinarian develop and supervise a disease control program at every licensed facility. Contractor may be required to have a separate contract with a veterinarian for such services. Contractor shall use only the two Animal Hospitals designated by the Department of Health & Human Services Division of Health, Animal Control Bureau when responding to a call about an injured or sick animal called in by police dispatch.

10. **Impounding Functions:** Contractor's facilities must have sufficient capacity to house animals obtained under this Agreement. Contractor is responsible for the providing the following basic impoundment functions on the specified days in this agreement:

a) Maintenance of impounded animals under sanitary conditions

- b) Redemption-reuniting impounded animals with their rightful owners.
- c) Evaluation of unclaimed, impounded , or surrender animals as to their suitability for adoption.
- d) Adoption of selected unclaimed impounded and surrendered animals.
- e) Euthanasia- humane destruction of animals
- f) Disposal of the remains of euthanized animals.
- g) Keeping records of the intake and disposition of all impounded and surrendered animals
- h) Acceptance of unwanted animals surrendered by residents for humane placements or euthanasia since Contractor operates as a shelter.
- i) Education- Information on rabies (i.e., NJDHSS Important Facts About Rabies pamphlet) should be made available to all persons adopting animals and visiting the shelter or pound.

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contract

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City, NJ 07302
Tel. #201-547-4533
Fax #201-547-5088
Email Address: abuanJ@icnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-36 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

RECEIVED
Office of Equal Opportunity
Affirmative Action

EXHIBIT A (Continuation)

2013 AUG -9 AM 9:50

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, 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 (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): Irene Borngraeber Executive Director

Representative's Signature: [Signature]

Name of Company: Liberty Humane Society

Tel. No.: 207 547 4197

Date: 8/6/13

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

The contractor and the Executive Director of Liberty Humane Society (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: Irene Bongraeber Executive Director
Representative's Signature: [Signature]
Name of Company: Liberty Humane Society
Tel. No.: 207 347 4147 Date: 8/16/13

Certification: 35686

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JUL 2014 to 15 JUL 2018



LIBERTY HUMANE SOCIETY
235 JERSEY CITY BOULEVARD
JERSEY CITY, NJ 07305

Andrew P. Sidamon-estoff
State Treasurer

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders

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

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

Business Name: Liberty Humane Society

Address: 235 Jersey City Blvd.

Telephone No.: 201 547 4147

Contact Name: Irene Borngraeber

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders**

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

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

Business Name: Liberty Humane Society

Address: 235 Jersey City Blvd.

Telephone No.: 201 547 4147

Contact Name: Irene Borngräber

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LIBERTY HUMANE SOCIETY INC
Trade Name:	
Address:	255 JERSEY CITY BLVD JERSEY CITY, NJ 07305
Certificate Number:	0992108
Effective Date:	May 30, 2005
Date of Issuance:	April 21, 2011

For Office Use Only:
20110421151448197

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

City Clerk File No. RES. 13. 607

Agenda No. 10.Z.28

Approved: AUG 28 2013

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),
FORREST STREET FROM BERGEN AVENUE TO M.L. KING DRIVE
BEGINNING 10:00 A.M. AND ENDING 3:00 P.M., SUNDAY, SEPTEMBER 8,
2013 AT THE REQUEST OF MT. PISGAH AME CHURCH FOR THE PURPOSE
OF A FAMILY & FRIENDS DAY**

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Mt. Pisgah AME Church to close Forrest Street from Bergen Avenue to M.L.King Drive beginning 10:00 a.m. and ending 3:00 p.m. on Sunday, September 8, 2013 for the purpose of a Family & Friends Day; 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 and 296-73 and Chapter 122 Section 122-8 be waived; and

WHEREAS, the request to close Forrest Street 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 Section 296-71, 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 Forrest Street from Bergen Avenue to M.L. King Drive beginning 10:00 a.m. and ending 3:00 p.m. on Sunday, September 8, 2013.

APPROVED: *Stanley Huang*
A/Director, Engineering, Traffic and Transportation

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

APPROVED: *[Signature]*
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

SH:pc1
(08.19.13)
02013105

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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

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), Forrest Street from Bergen Avenue to M.L. King Drive beginning 10:00 a.m. and ending 3:00 p.m. on Sunday, September 8, 2013 at the request of the Mt. Pisgah AME Church for the purpose of a Family & Friends Day.

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 Reginald McRae on behalf of Mt. Pisgah AME Church, 354 Forrest St, JCNJ 07304

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

Authorize the closing of Forrest Street from Bergen Avenue to M.L. King Drive beginning 10:00 a.m. and ending 3:00 p.m. on Sunday, September 8, 2013

**4. Reasons (need) for the proposed program, project, et
Family & Friends Day**

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:

10:00 a.m., Sunday, September 8, 2013

8. Anticipated completion date:

3:00 p.m., Sunday, September 8, 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.


A/Director, Engineering, Traffic and Transportation

8/20/13
Date


Director, Dept. of Public Works

8-20-13
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: FORREST ST from BERGEN AV to KING DR

PURPOSE OF EVENT: Family & Friends Day

BEGINS: 10AM

ENDS: 3PM

Sunday, September 8, 2013

APPLICANT: Reginald McRae

ORGANIZATION : Mt Pisgah AME Church

ADDRESS: 354 Forrest St

CITY, STATE, ZIP: Jersey City NJ 07304

PHONE #: 201.435.3680

BEING WAIVED: start time

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

City Clerk File No. RES. 13. 608

Agenda No. 10.2.29.

Approved: AUG 28 2013

TITLE:



RESOLUTION AUTHORIZING THE AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH GLUCK WALRATH, LLP. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, pursuant to N.J.S.A. 40A:11-1 et seq, Resolution 13-405, approved on May 29, 2013, authorized a professional services agreement between the City of Jersey City (City) and Gluck Walrath, LLP to provide legal bond counsel services for a term of four (4) months until August 30,2013; and

WHEREAS, the City requires the services of legal bond counsel to issue, sell, and deliver bonds, bond anticipation notes, school promissory notes, tax appeal, refunding notes, restructuring and other obligations of the City in the tax-exempt securities market; and

WHEREAS, Gluck, Walrath, LLP. agrees to perform a limited review of bond issues to assist the City in meeting requirements of the Arbitrage and Tax Certificates executed in connection with bond issues; and

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

WHEREAS, the City requires additional legal bond counsel services to be performed by Gluck Walrath, LLP; and

WHEREAS, the City desires to extend the contract with Gluck Walrath, LLP for up to 120 days as deemed necessary by Corporation Counsel so that Gluck Walrath , LLP. can perform the additional duties required by the City; and

WHEREAS, Gluck Walrath LLP has completed and submitted a Business Entity Disclosure Certification which certifies that Gluck Walrath LLP 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 Gluck Walrath LLP from making any reportable contributions during the term of the contract; and

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

WHEREAS, Gluck Walrath has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 8, 2008.

WHEREAS, the funds for this contract are already encumbered and available in Account No. 04-215-55-881-990, PO# 110836; and

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

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GLUCK WALRATH, LLP. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

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

- 1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached agreement with Gluck Walrath, LLP. to provide Legal Bond Counsel for a term of up to 120 days commencing on September 1, 2013.
2. The contract term shall commence on September 1, 2013 and shall continue on a month to month basis as deemed necessary by Corporation Counsel but the total contract term shall not exceed 120 days.
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within ten(10 days of the adoption of the resolution;
5. This agreement shall be subject to the condition that Gluck Walrath LLP provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance and the Determination of Value Certification attached hereto and incorporated by reference shall be placed on file with this resolution.

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

APPROVED AS TO LEGAL FORM [Signature]
Certification Required []
Not Required []
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.28.13
Table with columns: COUNCILPERSON, AYE, NAY, N.V. for GAJEWSKI, RAMCHAL, BOGGIANO, YUN, OSBORNE, COLEMAN, RIVERA, WATTERMAN, 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. 13.609

Agenda No. 10.2.30.

Approved: AUG 28 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DIRECTING THE JERSEY CITY PLANNING BOARD TO INVESTIGATE AND DETERMINE IF THE 15 EAST LINDEN AVENUE STUDY AREA IS AN AREA IN NEED OF REHABILITATION

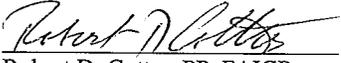
WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-14.a., provides that the governing body of a municipality may, by resolution, determine that a delineated area is an area in need of rehabilitation if certain conditions are found to exist within the delineated area; and

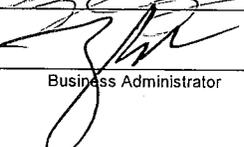
WHEREAS, among the conditions precedent to making such a determination is a finding that "more than half of the housing stock in the delineated area is at least 50 years old, or a majority of the water and sewer infrastructure in the delineated area is more than 50 years old and in need of repair and substantial maintenance;" and

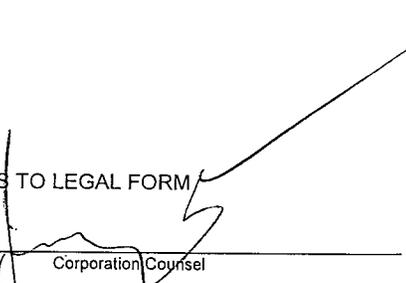
WHEREAS, the Municipal Council seeks a review by, and recommendation of, the Jersey City Planning Board, with regard to a proposed resolution of the Municipal Council determining that the delineated area, known as "The 15 East Linden Avenue Study Area" is an area in need of rehabilitation; and

WHEREAS, a copy of the proposed resolution of the Municipal Council of the City of Jersey City is attached hereto for transmittal to the Jersey City Planning Board;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the proposed resolution entitled "Resolution of the Municipal Council of the City of Jersey City Determining that the 15 East Linden Avenue Study Area is an Area in Need of Rehabilitation" be, and hereby is submitted to the Jersey City Planning Board for its review and recommendations, including any modifications which may be recommended.


 Robert D. Cotter, PP, FAICP
 Planning Director

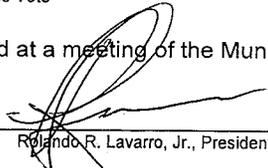
APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM 
 Corporation Counsel
 Certification Required
 Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8 28 13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			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 FACT SHEET

1. Full Title of Resolution:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DIRECTING THE JERSEY CITY PLANNING BOARD TO REVIEW A RESOLUTION OF THE MUNICIPAL COUNCIL DESIGNATING THE 15 EAST LINDEN AVENUE STUDY AREA AS AN AREA IN NEED OF REHABILITATION

2. Name and Title of Person Initiating the Resolution:

Anthony Cruz, Director, Department of Housing, Economic Development and Commerce

3. Concise Description of the Plan Proposed in the Resolution:

This Resolution directs the Planning Board to review a proposed resolution of the Municipal Council which determines that the "15 East Linden Avenue Study Area" is an "area in need of rehabilitation."

4. Reasons for the Proposed Plan:

The procedure required for the Council to make a determination that the Study Area is an "area in need of rehabilitation" requires review of the proposed resolution by the Planning Board.

5. Anticipated Benefits to the Community:

A determination that the area is in need of rehabilitation will allow the city to dispose of the property quickly through the redevelopment process.

6. Cost of Proposed Program, Project, etc.: \$0.00, all work done in house

7. Date Proposed Program or Project will commence: Upon Adoption

8. Anticipated Completion Date: N/A

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

Robert D. Cotter, Director, City Planning 547-5050

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.



Division Director

Aug 22, 2013

Date



Department Director Signature

Aug 22, 2013

Date



Inter-Office Memorandum

DATE: August 22, 2013
TO: Rolando R. Lavarro, Jr., Council President
Members, Municipal Council *RD Cotter*
FROM: Robert D. Cotter, FAICP, PP, Planning Director
SUBJECT: 15 East Linden Avenue Study Area

The attached Resolution of Council directs the Planning Board to conduct a review of the conditions at 15 East Linden Avenue to determine if the property meets the legal criteria to be declared "in need of rehabilitation." This is a city-owned property that is not needed for a public purpose and can be sold and put back on the tax rolls. It is an industrial warehouse, last used for self-storage.

The Planning Board will report back to the Council its findings and recommend appropriate action by the Municipal Council.

Attached to Resolution directing the Planning Board is another Resolution which is the PROPOSED Resolution of Council actually declaring the area "in need of rehabilitation," which will cannot be acted on by Council until the Planning Board reports back, or 45 days have passed since the referral down from you.

All of this is pursuant to NJSA 40A:12A-14.a.

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

City Clerk File No. SAMPLE
 Agenda No. NOT For Adoption
 Approved: until SEPTEMBER



TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DESIGNATING THE 15 EAST LINDEN AVENUE STUDY AREA AS AN AREA IN NEED OF REHABILITATION

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-14.a., provides that the governing body of a municipality may, by resolution, determine that a delineated area is an "area in need of rehabilitation" if certain conditions are found to exist within the delineated area; and

WHEREAS, among the conditions precedent to making such a determination is a finding that "more than half of the housing stock in the delineated area is at least 50 years old, or a majority of the water and sewer infrastructure in the delineated area is more than 50 years old and in need of repair and substantial maintenance;" and

WHEREAS, the Municipal Council sought a review by, and recommendation of, the Jersey City Planning Board, with regard to a determination that the delineated area, known as "The 15 East Linden Avenue Study Area" is an area in need of rehabilitation; and

WHEREAS, the Jersey City Planning Board, at its meeting of November 13, 2008, the Planning Board heard sworn testimony from Robert D. Cotter, PP, FAICP, Planning Director, to the effect that the Chief Engineer to the Municipal Utilities Authority had submitted a written report confirming that the majority of the water and sewer infrastructure in the Study Area is more than 50 years old and would benefit from a program of repair and substantial maintenance; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the "15 East Linden Avenue Study Area" be, and hereby is, determined to meet the criteria to be declared "an Area in Need of Rehabilitation."

 Robert D. Cotter, PP, FAICP
 Planning Director

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				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 FACT SHEET

1. Full Title of Resolution:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DESIGNATING THE 15 EAST LINDEN AVENUE STUDY AREA AS AN AREA IN NEED OF REHABILITATION

2. Name and Title of Person Initiating the Resolution:

Anthony Cruz, Director, Department of Housing, Economic Development and Commerce

3. Concise Description of the Plan Proposed in the Resolution:

This Resolution declares the "15 East Linden Avenue Study Area" to be an "area in need of rehabilitation."

4. Reasons for the Proposed Plan:

The building at 15 East Linden Avenue is considered excess real property of the City of and should be disposed of.

5. Anticipated Benefits to the Community:

A determination that the area is in need of rehabilitation will allow the city to adopt a redevelopment plan that will help re-use this industrial property generating jobs and an economic return for the city.

6. Cost of Proposed Program, Project, etc.: \$0.00, all work done in house

7. Date Proposed Program or Project will commence: Upon Adoption

8. Anticipated Completion Date: N/A

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

Robert D. Cotter, Director, City Planning 547-5050

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.

Division Director

Date

Department Director Signature

Date