

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

City Clerk File No. Res. 13.610

Agenda No. 10.A

Approved: SEP 11 2013

TITLE:



**RESOLUTION (1) INTRODUCING AND APPROVING THE 2013 BUDGET OF THE MCGINLEY SQUARE 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 92-022** the City of Jersey City established the McGinley Square Special Improvement District (MSSID) to be operated by the McGinley Square 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 be 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 McGinley Square 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 McGinley Square Special Improvement District, attached hereto as Exhibit A, was approved by the McGinley Square Special Improvement District at its September 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: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13											
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



# The McGinley Square PARTNERSHIP

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761 Montgomery Street - Jersey City, NJ 07306 - (201) 200-9600/200-9636 (Fax)  
www.mcginleysquare-jerseycity.com

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## 2013-2014 BUDGET RESOLUTION

It is hereby resolved that the McGinley Square Special Improvement District Management Corporation, at its Annual Membership Meeting on August 8, 2013, held at the corporate office, unanimously approved for adoption by City Council of Jersey City, the 7-1-13 to 6-30-14 McGinley Square Special Improvement District Management Corporation budget in the total amount of \$150,686.00, of which \$40,000.00 will be new 2013-14 funds from the Jersey City UEZ.

The budget was previously approved for recommendation to the membership by the McGinley Square Special Improvement District Management Corporation Board of Directors at its meeting on July 11, 2013, in accordance with the corporate bylaws.

A quorum for the 2013 McGinley Square Special Improvement District Management Corporation Annual Membership Meeting was recorded in accordance with the corporate bylaws.

We certify that the Resolution accurately reflects the proceedings of the 2013 Annual Membership Meeting of the McGinley Square Special Improvement District Management Corporation.



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ROGER HEJAZI,  
PRESIDENT



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CHRISTINE BARRESI,  
EXECUTIVE DIRECTOR

**2013-14 PROPOSED MCGINLEY SQUARE PARTNERSHIP BUDGET**

<u>REVENUES</u>	Total Budget	<u>NOTES</u>
Cash on Hand	30,300.00	Cash balance with accts receivable as of 7/1/13
13-14 SID taxes	72,336.00	same as 2012-13
13-14 UEZ Funds	40,000.00	\$10,000 less than 2012-13
Festival, Heartbeat, CCEF, banners	8,050.00	Fstlv-\$4400; Heartbeat-3100;Banners-\$550; based on 2013
<b>TOTAL REVENUE</b>	<b>150,686.00</b>	
<b>EXPENSES</b>		
Rent	1,800.00	\$150 per month to Bardack Realty
Insurance	1,200.00	D&O Insurance, \$2 million general liability insurance (pre-paid thru 2/14, 5/14)
Office Supplies	1,500.00	bottled water, stamps, paper, etc.
Audit/Tax Return	5,500.00	Madelaine Miller, CPA; same as 2013
Telephone	2,000.00	land line, internet, fax
Subtotal	12,000.00	
Management (on-site)	55,000.00	FTM on- and off-site staff; same as 2012-13
<b>Marketing</b>		
Heartbeat-Festival 14 issue	15,200.00	glossy cover, mailing to 22,000 residences in 07306 zip code
Promotional Activities: Turkey Give-Away 2014 Festival	3,850.00 350.00 3,500.00	Turkey Giveaway; Spring Festival based on 2013 expenses based on 2013 expenses
Promotions Subtotal	3,850.00	
Holiday Lights-2013	8,075.00	same as 2012
Total Marketing Subtotal	27,125.00	
Sanitation	36,000.00	same as 2012 @ \$3000/month
Holiday Patrols-2013	3,000.00	same as 2012
Reserve	17,561.00	unanticipated or non-budgeted expenses
<b>TOTAL EXPENSES</b>	<b>150,686.00</b>	

**McGINLEY SQUARE PARTNERSHIP  
SPECIAL IMPROVEMENT DISTRICT MANAGEMENT CORPORATION  
ANNUAL REPORT  
JULY 2012 - JUNE 2013**

**INTRODUCTION**

The past fiscal year continued the financial challenge for the McGinley Square Partnership Special Improvement District Management Corporation ("Partnership"). To accommodate the reduction of UEZ funding to \$40,000, the Partnership continued its reduction of staff, which remains one on and one off-site staff person.

**CAPTIAL IMPROVEMENTS**

The District was once again beautifully decorated for the holiday season. Snowflakes and Christmas wreaths were hung from the double-headed PSE&G light poles, which illuminated during the evening, and sparkled during the day when the lights were off.

**CLEANLINESS**

The Partnership continued its sidewalk cleaning program with the Hudson Community Enterprises. The \$36,000 operation is comprised of a three-man cleaning crew that works seven-days-a-week. During the winter months, they also clear the crosswalks of any snow or ice.

**MARKETING**

The Partnership held its 2<sup>nd</sup> Annual Summer Festival on June 15, 2013. Held in the Saint Peter's University parking lot next to the Armory, the festival featured a Sponge Bob bouncer for the kids, DJ Wimpy Bee, The Catamounts local acapella singing group, local vendors, artists and two classic car clubs. Captain Mario Moody gave out free bags filled with fire prevention safety information for the kids, and Cultural Affairs also gave out free gifts to the children. A local artist, as part of the event, designed commemorative tee shirts with unique McGinley Square Landmarks. There was also a 50/50 raffle.

Since 1999, the Partnership has published a quarterly 16-page magazine, "The Heartbeat". The Partnership subsidizes The Heartbeat as a membership benefit to its businesses which are listed free of charge and can advertise at reduced rates. Due to UEZ cutbacks, The Heartbeat magazine is now only published once a year to promote the upcoming Summer Festival. It is direct mailed to 23,000 named heads of household in the entire 07306 zip code.

The Partnership continued its free turkey give-away contest for the community, where 25 winners are picked at random to receive a turkey for Thanksgiving.

**OPERATIONS**

The Partnership continued its relationship with FirsTEAManagement (FTM), which has 33 years of downtown management experience in New Jersey. FTM provides the most experienced staff among the Jersey City Special Improvement Districts: David Biagini, FTM President, is the off-site staff projects coordinator. Christine Barresi is the on-site Executive Director.

The Partnership is in its eighth year as a companion 501c3 foundation through FirstTEAManagement, which makes it eligible for tax-deductible contributions and grants to fight community deterioration, to promote the community and to retain and expand out business base. The foundation, Commerce & Community Enhancement Foundation, Inc. (CCEF), had officially received a 501c3 status from the IRS, and FTM is the first and only management company to form this type of foundation in the country.

As in the past, the Partnership completed a successful audit with an independent CPA, and the report was submitted to the City of Jersey City, the 990 tax return was filed with the Internal Revenue Service.

The Partnership approved its 2013-2014 budget at its Annual Membership Meeting on August 8, 2013, and the annual election is pending. The current Board is comprised of President, Roger Hejazi; Vice-President, Ellis DeCresce; Treasurer, Nick Falotico; Secretary, Yook Leong; Ruby Cabato-Bardack, Rajesh Patel and Vrajesh Patel.

### **16<sup>TH</sup> YEAR PREJECTIONS**

The 2013-2014 fiscal year reflects a more stable financial footing for the McGinley Square Partnership; in fact, the Partnership began the new fiscal year with a \$30,000 bank balance rather than a slew of accounts payable. Current year budget highlights:

- Management continues full time service but with only one on-site and one off-site staff member.
- The office at 761 Montgomery Street continues to be rented but at a greatly reduced monthly fee, thanks to the generosity of Allan Roy & Ruby Bardack.
- The sanitation contract with Hudson Community Enterprises continues at a monthly cost of \$3,000.
- The Heartbeat magazine resumes publication for one issue to promote the Summer 2014 Festival.
- Holiday lights and patrols continue at the same levels as 2012-2013.
- Special events now include holiday community promotions and a Summer 2014 festival/car show. Thanksgiving Turkey give-away promotion continues.
- Reception of funds from Community & Commerce Enhancement Foundation (CCEF) via a 50/50 raffle and special event.

In closing, we wish to thank once again the City of Jersey City, The Jersey City Economic Development Corporation, and the Jersey City Police Department for their continual support and cooperation during the past year. We look forward to working together for the continued success of McGinley Square.

Respectfully submitted,



Roger Hejazi,  
President & Board of Directors

**DATED: August 8, 2013**

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

City Clerk File No. Res. 13.611

Agenda No. 10.B

Approved: SEP 11 2013

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE**

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

**WHEREAS**, the City of Jersey City, through the Department of Health and Human Services conducts a Senior Citizen Health Fair at Hudson Mall; and

**WHEREAS**, the Hudson Mall requires an indemnification and letter of insurance from the City; and

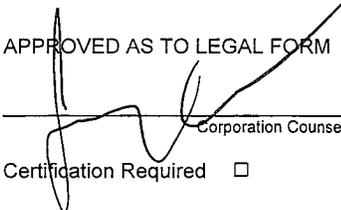
**WHEREAS**, the agreement will specify the City's responsibilities in reference to the facilities including the indemnification and hold harmless clause in which the Hudson Mall cannot be held liable for injuries received by participants at this event or property damage to the facility itself

**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 agreement hereto indemnifying Hudson Mall for the use of their facility by the Department of Health and Human Services for the Senior Citizen Health Fair on Wednesday, October 2, 2013

**BE IT FURTHER RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to Hudson Mall in reference to this event.

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of the Resolution.

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

APPROVED AS TO LEGAL FORM  
  
 \_\_\_\_\_  
 Corporation Counsel  
 Certification Required   
 Not Required

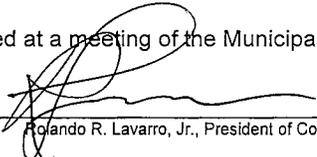
APPROVED 9-0

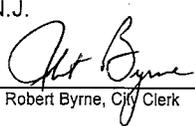
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ 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

611



CITY OF JERSEY CITY  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

One Journal Square Plaza – Jersey City, New Jersey 07306  
P: 201 547-6800 F: 547-5168

Steven Fulop  
Mayor

Stacey Lea Flanagan  
Director

**MEMORANDUM**

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**DATE:** September 4, 2013

**TO:** Municipal Council

**FROM:** Stacey L. Flanagan, Director

**SUBJECT:** Resolution Approval

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The Department of Health and Human Services has scheduled the Annual Senior Citizen Health Fair to be held at Hudson Mall on Wednesday, October 2, 2013. This year marks the 26<sup>th</sup> anniversary of this event.

This annual event is an important part of our mission to educate and prevent disease among our senior and general population. The health fair kicks-off the distribution of Flu Vaccine to prevent Influenza. As you know, Influenza can cause serious harm to our elderly. We envision this early date for the health fair as especially helpful to residents to reduce as much as possible the risk of acquiring Influenza over the next few months when the disease is generally most prevalent.

The health fair also brings together many local health and social services providers who specialize in a variety of services targeting our senior population. The event provides our staff and other participants the opportunity to meet with and assist the seniors in attendance to address many of their health care needs and social services concerns.

The resolution presented to you today seeking approval for the issuing of a Letter of Insurance by the Risk Manager to Hudson Mall is standard procedure and is provided every year to ensure our ability to hold the event at this location.

I respectfully request your support and approval of this resolution.

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

City Clerk File No. Res. 13.612

Agenda No. 10.C

Approved: SEP 11 2013

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT OF INDEMNIFICATION WITH MACK-CALI REALTY CORP. HARBORSIDE ATRIUM AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE  
**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, on 9/11/13, the City of Jersey City is co-sponsoring the 9/11 Memorial Committee's 12<sup>th</sup> Year Anniversary Memorial Ceremony on 9/11/13 from 8:00am to 11:00am with a set up time of 6:00am, and

**WHEREAS**, in case of inclement weather, the City of Jersey City as co-sponsor requires the use of the Mack-Cali Realty Corporation Harborside Atrium, 100 Plaza 3, Jersey City, and

**WHEREAS**, this facility is not owned by the City, and

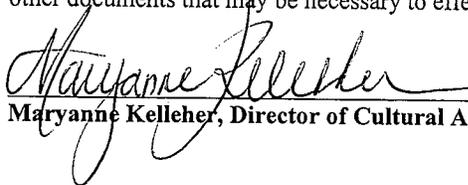
**WHEREAS**, the Mack-Cali Realty Corporation Harborside Atrium requires an indemnification agreement and letter of insurance from the City, and

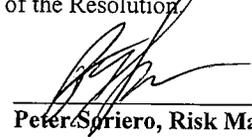
**WHEREAS**, the agreement will specify the City's responsibilities in reference to these facilities including an indemnification and hold harmless clause in which Mack-Cali Realty Corporation Harborside Atrium cannot be held liable for injuries received by participants at this event or property damage to the facility itself, and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that, the Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying the Harborside, Atrium for the use of their facility by the City of Jersey City, the Division of Cultural Affairs on 9/11/13, and

**BE IT FURTHER RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to the Harborside Atrium in reference to this event, and

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator be authorized to execute such other documents that may be necessary to effectuate the purpose of the Resolution.

  
 Maryanne Kelleher, Director of Cultural Affairs

  
 Peter Spriero, Risk Manager

APPROVED: 

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

APPROVED AS TO LEGAL FORM

  
 Corporation Counsel

Certification Required

Not Required

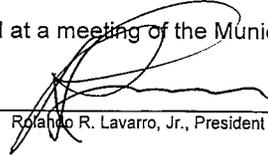
APPROVED 9-0

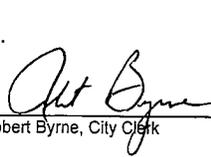
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ 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. 13.613

Agenda No. 10.D

Approved: SEP 11 2013

TITLE:



## RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$327,160.00 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF ONE EXCHANGE JC, LLC.

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

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

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

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

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

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

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

**These settlements will result in a refund and/or credit in the amount of \$327,160.00.**

5-30-13  
MAM/mw

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

02013106

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13											
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.

\_\_\_\_\_  
Rafael R. Lavarro, Jr., President of Council

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

13-613 SEP 11 2013  
 SCHEDULE A - Dated August 30, 2013, Meeting September 11, 2013

Block Lot	Tax Year	Taxpayer/ Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund	
7	A.1*	2011	One Exchange JC, LLC	1 Exchange Place	\$5,500,000	\$4,500,000	\$1,000,000	\$ 70,080.00
14502 1		2012	One Exchange JC, LLC	1 Exchange Place	\$5,500,000	\$4,000,000	\$1,500,000	\$107,760.00
14502 1		2013	One Exchange JC, LLC	1 Exchange Place	\$5,500,000	\$3,500,000	\$2,000,000	\$149,320.00
TOTAL								\$327,160.00

\* Now Block 14502, Lot 1

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JERSEY CITY LAW DEPARTMENT  
MEMORANDUM

**DATE:** August 30, 2013  
**TO:** Rolando Lavarro, Jr., Council President, and Members of the City Council  
**FROM:** Eduardo Toloza, Tax Assessor  
**SUBJECT:** Proposed Resolution/Tax Appeal Settlement Agreements

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The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and One Exchange JC, LLC, the owner of the property listed on the attached page. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2011-2013 tax years. The total tax dollar refund for these appeals is \$327,160.

The property in question is the office building at 1 Exchange Place. The building was occupied in 2010; but in 2011, a ceiling collapse in the lobby caused all but two of the tenants to move out. In 2011, the building was also under receivership, the mortgage having been foreclosed upon by Bank of America in 2010. By the end of 2012, the property had been sold by Bank of America and was completely vacant.

The assessment had not been appealed for some time; and the equalized value derived from the assessment for each tax year could not be supported by the market value of the property. For income producing property, market value is calculated by an analysis of the income and expenses related to the building. For the 2011 tax year, the City's ratio of assessed valuation to market value was 29.43%. For 2012, it was 31.35%; and for 2013 it was 32.72%. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax year in question. Under Title 54, assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2011 tax year was 25.02% to 33.84%. The statutory range for the 2012 tax year was 26.65% to 36.05% and, for 2013, 27.81% to 37.63%. When the existing assessments were equalized, the value achieved exceeded the what would have been the actual market value of the property in question for the three tax years in question.

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

ET/mm

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

City Clerk File No. Res. 13.614

Agenda No. 10.E

Approved: SEP 11 2013

TITLE:



**RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$426,954.84 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF PSE&G POWER.**

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

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

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

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

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

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

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

**These settlements will result in a refund and/or credit in the amount of \$426,954.84.**

8-30-13  
MAM/mw

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

02013108

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13											
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

13-614 SEP 11 2013

SCHEDULE A - Dated August 30, 2013, Meeting September 11, 2013

Block Lot	Tax Year	Taxpayer/ Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
1200 3.B*	2011	PSE&G Power	Hackensack River, Etc.	\$10,148,000	\$10,148,000	\$0	\$0
3101 24	2012	PSE&G Power	Hackensack River, Etc.	\$10,148,000	\$ 7,565,500	\$2,582,500	\$185,526.80
3101 24	2013	PSE&G Power	Hackensack River, Etc.	\$10,148,000	\$ 6,914,300	\$3,233,700	\$241,428.04
						TOTAL	\$426,954.84

\* Now Block 3101, Lot 24

6/14

JERSEY CITY LAW DEPARTMENT  
MEMORANDUM

**DATE:** August 30, 2013  
**TO:** Rolando Lavarro, Jr., Council President, and Members of the City Council  
**FROM:** Eduardo Toloza, Tax Assessor  
**SUBJECT:** Proposed Resolution/Tax Appeal Settlement Agreements

---

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and PSE&G the owner of the property listed on the attached page. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2012-2013 tax years. The total tax dollar refund for these appeals is \$426,954.84.

The property in question is the PSE&G power plant, which sits on a five-acre lot off County Road.

The assessment had not been appealed for some time; and the equalized value derived from the assessment for each tax year could not be supported by the calculation made for properties owned and used by a public utility. For the 2012 tax year, the City's ratio of assessed valuation to market value was 31.35%, and for 2013 it was 32.72%. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax year in question. Under Title 54, assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2012 tax year was 26.65% to 36.05% and for 2013, 27.81% to 37.63%. When the existing assessments were equalized, the value achieved exceeded the what would have been the actual market value of the properties in question for the two tax years in question. As part of the settlement, the property owner agreed to withdraw the appeal for the 2010 tax year.

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

ET/mm

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

City Clerk File No. Res. 13.615

Agenda No. 10.F

Approved: SEP 11 2013

TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT AND A REDUCTION IN ASSESSMENT FOR THE  
2012 AND 2013 TAX YEARS, PURSUANT TO N.J.S.A. 54:51A-8 ON VARIOUS PROPERTIES

COUNCIL OFFERED AND  
MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Complaints was filed in the Tax Court of New Jersey challenging the real estate tax assessments on the properties listed on the attached Schedule A for the 2011 tax year (base year) and settlements were reached for that year and approved by this City Council; and

WHEREAS, N.J.S.A. 54:51A-8 requires a taxing district to freeze a settled or judicially determined assessment for the two years subsequent to the base year; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Complaints concerning the freezing of the settled assessments for the 2011 tax year on the subject properties be settled for the 2012 and 2013 tax year for the assessments listed on the attached schedule.

These settlements will result in a refund and/or credit in the amount of \$5,127.50.

8-30-13  
MAM/mw

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

02013109

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13											
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.

\_\_\_\_\_  
Rafael R. Lavarro, Jr., President of Council

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

13-615 SEP 11 2013  
 SCHEDULE A - Dated August 30, 2013, Meeting September 11, 2013

Block Lot	Tax Year	Taxpayer/ Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
23502 20	2012	Wayne K. Thomas	137 Wilkinson Ave.	\$100,000	\$82,500	\$17,500	\$1,257.20
23502 20	2013	Wayne K. Thomas	137 Wilkinson Ave.	\$100,000	\$82,500	\$17,500	\$1,306.55
23502 21	2012	Wayne K. Thomas	139 Wilkinson Ave.	\$100,000	\$82,500	\$17,500	\$1,257.20
23502 21	2012	Wayne K. Thomas	139 Wilkinson Ave.	\$100,000	\$82,500	\$17,500	\$1,306.55
						TOTAL	\$5,127.50

615

JERSEY CITY LAW DEPARTMENT  
MEMORANDUM

**DATE:** August 30, 2013

**TO:** Rolando Lavarro, Jr., Council President, and Members of the City Council

**FROM:** Eduardo Toloza, Tax Assessor

**SUBJECT:** Proposed Resolution/Tax Appeal Freeze Act Application

---

The attached resolution requests the Municipal Council to authorize payment of a refund to Wayne K. Thomas based on settlement agreements, which were negotiated between Mr. Thomas and the Tax assessor. The settlements for the year prior to those for which the current refunds are requested have already been approved by the Council. The current request is for payment based on the provisions of N.J.S.A. 54:51A-8, commonly known as the Freeze Act. The total tax dollar refund for these appeals is \$5127.50.

N.J.S.A. 54:51A-8 provides that, when a Judgment has been entered by the Tax Court for a given tax year, the Tax Assessor and the municipality are bound by that Judgment for the two years succeeding the year under appeal. In other words, an assessment in a Tax Court Judgment for tax year 2011 must be reflected in the Assessor's records for tax years 2012 and 2013. At times, because cases become delayed in the court system, the Judgment is not received by the Assessor until after the books for the subsequent years have been filed. In those situations, the taxpayer can file an Application for Judgment, pursuant to the Freeze Act, to have the new assessment applied to the subsequent years retroactively. Because of the provisions of the Freeze Act, unless the value of the property has significantly changed or a revaluation has been implemented for the year for which the freeze has been requested, the City cannot contest the taxpayer's application for the new assessment.

I recommend this settlement as being in the best interests of the City.

ET/mm

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

City Clerk File No. Res. 13.616

Agenda No. 10.6

Approved: SEP 11 2013

TITLE:



**RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$2,452.40 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF VARIOUS PROPERTIES.**

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

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

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

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

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

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

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

**These settlements will result in a refund and/or credit in the amount of \$2,452.40.**

5-30-13  
MAM/mw

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

02013107

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13											
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

13-616 SEP 11 2013

SCHEDULE A - Dated August 30, 2013, Meeting September 11, 2013

Block Lot	Tax Year	Taxpayer/ Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
1806	53.B*	2011	757 Communipaw Ave, LLC	757,000	455,000	\$30,000	\$2,102.00
1804	24.A**	2011	120 Wilkinson Ave, LLC	58,400	53,400	\$ 5,000	\$ 350.40
						TOTAL	\$2,452.40

\* Now Block 18302, Lot 19

\*\* Now Block 23501, Lot 65

66

JERSEY CITY LAW DEPARTMENT  
MEMORANDUM

**DATE:** August 30, 2013  
**TO:** Rolando Lavarro, Jr., Council President, and Members of the City Council  
**FROM:** Eduardo Toloza, Tax Assessor  
**SUBJECT:** Proposed Resolution/Tax Appeal Settlement Agreements

---

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owners of the properties listed on the attached page. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2011 tax year. The total tax dollar refund for these appeals is \$2,452.40.

One assessment reduction is to 757 Communipaw Ave., LLC, for its two-family house on Communipaw Avenue and the other is to 120 Wilkinson Ave., LLC, for its two-family house on Wilkinson Avenue.

For each property, the assessment had not been appealed for some time; and the equalized value derived from the assessments could not be supported by comparison with sales of similar properties that had occurred during the relevant assessing period (i.e. October 1, 2009 - October 1, 2010). For the 2011 tax year, the City's ratio of assessed valuation to market value was 29.43%. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax year in question. Under Title 54, assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2011 tax year was 25.06% to 33.84%. When the existing assessments were equalized, the value achieved exceeded the what would have been the actual market value of the properties in question.

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

ET/mm

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

City Clerk File No. Res. 13.617

Agenda No. 10.H

Approved: SEP 11 2013

TITLE:

**RESOLUTION REQUESTING CHANGE IN TITLE, TEXT,  
OR AMOUNT OF APPROPRIATION PURSUANT TO NJS  
40A:4-85.**



**COUNCIL**  
of the following resolution:

**offered and moved adoption**

**WHEREAS**, N.J.S. 40A:4-85 provides that the Director of the Division of Local Government Services may, at the request of, or with the consent of, the governing body of any county or municipality, make such corrections of the title, text, or amount of any appropriation appearing in the budget as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any county or municipality,

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

1. In accordance with the provision of N.J.S. 40A:4-85, the City of Jersey City hereby requests the Director of the Division of Local Government Services to make the following correction in the CY 2013 budget:

	<u>Adopted</u>	<u>Amended</u>
Matching Funds for Grants	\$50,000	\$35,605
Matching Funds - Subregional Transportation Program	\$ 0	\$71,976

2. That the foregoing correction is, in the opinion of the governing body, warranted and authorized by the statute referred to above, and is necessary for the orderly operation in the County of Hudson, City of Jersey City for the reallocation of funds to meet the minimum match requirements.

**BE IT FURTHER RESOLVED** that the City Clerk forward two copies of this resolution to the Director of the Division of Local Government Services.

APPROVED: *Monica May* *CYO*

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

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

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

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13											
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

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

City Clerk File No. Res. 13.618

Agenda No. 10.I

Approved: SEP 11 2013

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY SCHOOL TRAFFIC GUARDS ASSOCIATION**

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

**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City School Traffic Guards Association; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2013 through December 31, 2016; and

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Jersey City School Traffic Guards Association is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK  
9/4/13

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 9.11.13											
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

618

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SCHOOL TRAFFIC CROSSING GUARDS  
AND  
THE CITY OF JERSEY CITY

**I PREAMBLE**

Change dates to reflect the date the document is signed.

**II. ARTICLE 5, HOSPITALIZATION AND INSURANCE**

**1. . Increase in Prescription Co-Pays/Optical Change:**

- Effective 9/1/13 Brand Drugs increase from \$20 to \$22 (no change in generic - \$2)
- Effective 1/1/14 Brand Drugs increase from \$20 to \$23 (no change in generic - \$2)
- 2x mail order (90 day supply is 2 times the amount of a 30 day supply)  
Using the above prescription amounts for example:

90 day supply in 2013=\$4/\$44; and in 2014 \$4/\$46  
(\$4.00 replaces former cost of \$4.50)

- Mail Order Prescriptions that cost over \$1000:
 

\$1000-\$1999	co-pay \$50.00
\$2000-\$2999	co-pay \$100.00
Over \$3000	co-pay \$150.00
- Retiree "out of pocket" expenses will increase from \$1,082 per year to \$1,355 and will mirror the State Health Benefits Plan moving forward.
- Increased optical benefit from \$100 to \$125 per eligible member

D) Optical allowance increase to \$125.00.

**2. Human Growth Hormone (HGH):**

The City will no cover prescriptions written for the purposes to enhance normal functions or "Fountain of Youth" purposes, anti-aging, memory enhancing or improvement of athletic performance unless there is a medical necessity.

**3. Remove A(2)**

III. ARTICLE 6, SALARIES

1. Salary Increases: (last increase was 9/1/2010)

See attached schedule

Delete Paragraph F

IV. ARTICLE 7, SICK LEAVE

Effective January 1, 2014 Employees hired after 12/31/96, shall receive 6 sick days.

Effective January 1, 2014 Employees hired prior to 12/31/96, shall receive 7 sick days.

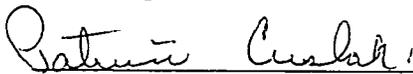
IV. ARTICLE 9, BEREAVEMENT LEAVE

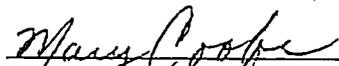
Add grandparent-in-law to immediate family in paragraph B

V. ARTICLE 11, UNIFORMS

Add (E) Effective January 1, 2014, each employee shall receive a \$50.00 boot allowance.

Dated September 3, 2013:

  
\_\_\_\_\_  
Patricia Cieslak, President

  
\_\_\_\_\_  
Mary Cooke, Vice President

  
\_\_\_\_\_  
Robert Kakoleski, Business Administrator  
City of Jersey City

## JERSEY CITY SCHOOL TRAFFIC GUARDS

<b>Hired Prior to 6/30/91</b>
-------------------------------

<u>9/1/2010</u>	<u>1/1/2012</u>	<u>1/1/2013</u>	<u>1/1/2014</u>	<u>1/1/2015</u>
\$ 48.80	\$ 50.51	\$ 52.15	\$ 53.58	\$ 54.79

<b>Hired After to 7/1/91</b>
------------------------------

<u>9/1/2010</u>	<u>1/1/2012</u>	<u>1/1/2013</u>	<u>1/1/2014</u>	<u>1/1/2015</u>
\$ 46.48	\$ 48.11	\$ 49.67	\$ 51.04	\$ 52.18

13-618



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5147 | F: 201 547 4833



ROBERT J. KAKOLESKI  
ACTING BUSINESS ADMINISTRATOR

**MEMORANDUM**

Date: September 9, 2013

To: Council President Rolondo Lavarro  
Members of the Municipal Council

From: Robert J. Kakoleski, Acting Business Administrator  
Terri Keller, Asst. Corporation Counsel

Re: Jersey City School Traffic Guards Association "Memorandum of Understanding"  
(January 1, 2012 - December 31, 2015)

Attached is a MOU with the Jersey City School Traffic Guards Association for a new four (4) year contract beginning January 1, 2012 and ending December 31, 2015. The benefit changes are the same we negotiated and agreed to with all settled contracts in 2013. The following is a summary of the economic and related items included in this package:

1. Increase in Prescription Co-Pays/Optical Change:

- Effective 9/1/13 Brand Drugs increase from \$20 to \$22 (no change in generic - \$2)
- Effective 1/1/14 Brand Drugs increase from \$20 to \$23 (no change in generic - \$2)
- Mail Order (90 day supply) will be 2.0x the cost of a 30-day supply.
- Retiree "out of pocket" expenses will increase from \$1,082 per year to \$1,355 and will mirror the State Health Benefits Plan moving forward.
- Increased optical benefit from \$100 to \$125 per eligible member

2. Human Growth Hormone (HGH):

The City will no cover prescriptions written for the purposes to enhance normal functions or "Fountain of Youth" purposes, anti-aging, memory enhancing or improvement of athletic performance unless there is a medical necessity.

3. Salary Increases (last increase was 9/1/10):

Employees hired prior to 6/30/91 -

January 1, 2012	From \$48.80 per day	To	\$50.51
January 1, 2013			\$52.15
January 1, 2014			\$53.58
January 1, 2015			\$54.79

Employees hired after 7/1/91 -

January 1, 2012	From \$46.48 per day	To	\$48.11
January 1, 2013			\$49.67
January 1, 2014			\$51.04
January 1, 2015			\$52.18

**4. Sick Leave**

Effective 1/1/14, guards hired prior to 12/31/96 will increase from six (6) to seven (7) days per year. Guards hired after 12/31/96 will increase from five (5) to six (6) per year.

**5. Uniforms**

Effective 1/1/14, each guard will receive a \$50.00 boot allowance.

If you have any questions or need additional on this contract, please give me a call.

c: Muhammed Akil, Mayor's Chief of Staff  
file

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

City Clerk File No. Res. 13.619

Agenda No. 10,J

Approved: SEP 11 2013



TITLE: **RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON AUGUST 15, 2013 FOR A CONTRACT KNOWN AS MARY BENSON PARK - PLAYGROUND IMPROVEMENTS, PROJECT NO. 2012-005**

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

**WHEREAS**, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract known as Mary Benson Park - Playground Improvements, Project No. 2012-005 (Project); and

**WHEREAS**, on August 15, 2013, the City of Jersey City (City) received two (2) bid which were:

Z-Tech Contracting, LLC.	\$423,596.34
Tec Con Contractors	\$551,393.00; and

**WHEREAS**, the Purchasing Agent rejected the bid of Z-Tech Contracting, LLC because its bid was non responsive because it submitted a bid bond that was materially defective because it was not signed by the bidder; and

**WHEREAS**, Tec Con Contractors is the only remaining bidder and its bid substantially exceeds the Division of Architecture's pre-bid estimate for the project of \$300,000.00; and

**WHEREAS**, the Department of DPW Director and Division's Director recommends that all bids be rejected and that the contract be rebid using a revised bid specifications that changes the scope of the base bid work; and

**WHEREAS**, N.J.S.A. 40A:11-13.2 (a) and (d) authorize the rejection of all bids when bids when the low bid substantially exceed the pre-bid estimate, or the City desires to substantially revise its bid specifications.

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that because of the above stated reasons which are incorporated herein, all bids received by the City on August 15, 2013 for a contract known as Mary Benson Park - Playground Improvements, Project No. 2012-005 are hereby rejected and the Purchasing Agent is authorized to rebid the contract using revised bid specifications prepared by the Division of Architecture.

RR/ab  
August 30, 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 9.11.13											
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., President of Council

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

619

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : August 22, 2013  
TO : Peter Folgado, Director, Division of Purchasing  
FROM : Brian F. Weller, L.L.A., Director *BFW*  
SUBJECT : Mary Benson Park - Playground Improvements  
Project No. 2012-005

=====  
This office has reviewed the two (2) bids received in this regard and recommend that all the bids be rejected. The low bidder had a defect that could not be cured, the Principal did not sign the bid bond and the second bidder substantially exceeded the Division of Architecture's pre-bid estimate for the project of \$300,000.00.

A Resolution rejecting all bids received by the City of Jersey City on August 15, 2013 for a contract known as Mary Benson Park - Playground Improvements, is attached.

ab  
Enclosure

c: Mike Razzoli, Director, Department of Public Works

RECEIVED  
2013 SEP -4 A 10:35  
CITY CLERK'S OFFICE  
JERSEY CITY, N.J.

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

City Clerk File No. Res. 13.620

Agenda No. 10.K

Approved: SEP 11 2013

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 121 GRANT AVENUE A/K/A BLOCK 23102, LOT 10

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

**WHEREAS**, Arthur Anigeji, the owner of 121 Grant Avenue a/k/a Block 23102, Lot 10 f/k/a Block 1986, Lot 52B (Property), participated in the City of Jersey City's ("City") First Time Homebuyer Program; and

**WHEREAS**, the owner received a \$137,191.50 HOME loan from the City on September 25, 2007 for the purpose of financing the purchase of a two-family residential unit; and

**WHEREAS**, the HOME loan was recorded as a second mortgage against the property; and

**WHEREAS**, the City's mortgage self-amortizes provided that the homeowner resides in the property, does not sell the property, and the property remains affordable to low and moderate income households during the restricted period of thirty (30) years; and

**WHEREAS**, the owner desires to refinance his first mortgage in order to obtain a lower interest rate and lower monthly mortgage payments; and

**WHEREAS**, in order to obtain the new mortgage, Hudson City Savings Bank, - requires that the City's mortgage be made subordinate to its first mortgage; and

**WHEREAS**, the City by its Division of Community Development (Division) was informed the owner changed his name to Samuel A. Okah; and

**WHEREAS**, in addition, Mr. Okah's spouse, Stella Okah has resided at the Property but did not execute the City's loan documents on September 25, 2007; and

**WHEREAS**, in order for the City to proceed with the owner's request for a subordination agreement, the Division required that the owner execute a new mortgage to reflect the owner's new name and have his spouse execute the City's loan documents; and

**WHEREAS**, on August 27, 2013, Samuel A. Okah and Stella Okah also known as Arthur Anijegi and Stella Anijegi executed the HOME loan documents, which was re-recorded on August 28, 2013 in Book 18228, at page 657; and

**WHEREAS**, the amount of the new first loan is \$152,000.00; and

**WHEREAS**, the City's original mortgage dated September 25, 2007 in the amount of \$137,191.50 and re-recorded on August 28, 2013, will remain in second lien position; and

**WHEREAS**, the Division has reviewed the request for the City to subordinate its mortgages to the loan of Hudson City Savings 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 mortgage to assist the owner in obtaining a lower interest rate on the first mortgage.

City Clerk File No. Res. 13.620

Agenda No. 10.K SEP 11 2013

TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE  
SUBORDINATION AGREEMENT AFFECTING THE PROPERTY  
KNOWN AS 121 GRANT AVENUE A/K/A BLOCK 23102, LOT 10**

**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 the Corporation Counsel, subordinating the City's lien affecting 121 Grant Avenue, also known as Block 23102, Lot 10 f/k/a Block 1986, Lot 52B, to the interests of a new first mortgage with Hudson City Savings Bank.

IW/he  
09/04/13

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 9.11.13											
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

620 *20*

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



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Inter-Office Memorandum

---

DATE: August 12, 2013  
TO: Itza Wilson, Asst. Corporation Counsel-Law Department  
FROM: Darice Toon, Director-Division of Community Development  
SUBJECT: Mortgage Subordination for 45-51 Martin Luther King Drive.

RECEIVED  
2013 AUG 20 11:14  
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	45-51 MLK URBAN RENWAL COMPANY, LLC
Purpose	City of Jersey City subordinate its mortgage to, Regal Bank
Property Address	45-51 Martin Luther King Drive Jersey City, NJ Block 26406 Lots 17, 17, Qual:X, 18, 18, Qual: X 19, 19, Qual:X 20, 20, Qual:X
City Mortgage	HOME Mortgage in the amount of \$589,850.00 Recorded on July 10, 2009 Book 643 Page 750.
Date Mortgage was made:	September 30, 2008
New Mortgage	Loan amount of \$438,000.00 Regal Bank 570 West Mt. Pleasant Avenue Livingston, NJ 07039

\*Present first mortgage is \$438, 000. 00; 45-51 MLK Urban Renewal Company, LLC, is requesting the Mortgagee to subordinate its Mortgage in favor of a new mortgage ("Regal Bank Mortgage") to be given by Borrowers to Regal Bank in the amount of Four Hundred and Eight Nine Thousand Eight Hundred Fifty and no/100 Dollars (\$438,000.00). See attached sample Subordination Agreement.

Your assistance in preparing a resolution for the August 28, 2013 Council meeting will

be greatly appreciated. Thank You.

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

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**DATE:** September 9, 2013

**TO:** Rolando Lavarro, Council President and Members of Council

**FROM:** Darice Toon,  Director - DCD

**SUBJECT:** 10K - Resolution Authorizing the Execution of a Mortgage Subordination Agreement Affecting the Property known as 121 Grant Avenue

10L - Resolution Authorizing the Execution of a Subordination Agreement Affecting the Property known as 45-51 Martin Luther King Drive

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**I. 10K – 121 Grant Avenue**

The purpose of this resolution is to request authorization to allow the owner Mr. Aniggi to refinance his first mortgage and have the City subordinate its \$137,191.50 HOME mortgage to a new first mortgage of \$152,000.00 with Hudson City Savings Bank.

The owner is refinancing to get a lower interest rate and monthly payments.

**II. 10L – 45-51 Martin Luther King Drive**

The purpose of this resolution is to request authorization to allow the owner, 45-51 Martin Luther King Dive Urban Renewal Company, LLC to refinance its first mortgage and have the City subordinate its second mortgage in the amount of \$589,850.00 to a new first mortgage of \$438,000 with Regal Bank. Their current first mortgage of \$356,000 is held by Community Preservation Corporation.

At closing, proceeds of \$82,000 will go to repay principals for funding they provided to 45-51 Martin Luther King Drive Urban Renewal Company, LLC to make needed repairs to the building.

2013/09/09 10:00 AM

**Re: Resolutions 10.K and 10.L (Mortgage Subordination Agreements)**  
**September 9, 2013**  
**Page 2**

After performing necessary due diligence, the City customarily subordinates its mortgage to private lenders. This is necessary to encourage private investment in affordable housing projects.

Feel free to contact me if you have any questions.

cc: Anthony Cruz, HEDC Director  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Rodney Hairston, Real Estate Officer

RECEIVED  
2013 SEP 10 A 10:12  
CITY CLERK'S OFFICE  
JERSEY CITY, N.J.

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

City Clerk File No. Res. 13.621

Agenda No. 10.L

Approved: SEP 11 2013

TITLE:



## **RESOLUTION AUTHORIZING THE EXECUTION OF A SUBORDINATION AGREEMENT AFFECTING PROPERTY KNOWN AS 45-51 MARTIN LUTHER KING DRIVE A/K/A BLOCK 26406, LOTS 17,18, 19 AND 20**

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

**WHEREAS**, the Greenville Steering Committee Non-Profit Urban Renewal Corporation, (GSC) is the owner of 45-51 Martin Luther King Drive a/k/a Block 26406, Lots 17,18, 19 and 20 formerly known as Block 1350, Lots B.22, B.23, B.24, and B.25 (Property); and

**WHEREAS**, on June 12, 1995, the City of Jersey City (City) transferred the Property to GSC for the purpose of rehabilitating the Property to create nine (9) rental units of affordable housing; and

**WHEREAS**, the GSC executed an Affordable Housing Development Agreement (AHD Agreement) with the City dated June 12, 1995 which was recorded in Deed Book 4880 at page 137 which requires that GSC maintain the rental units as a affordable housing units for thirty (30) years; and

**WHEREAS**, on June 12, 1995, GSC executed a second mortgage with the City in the amount of \$375,000.00, recorded on July 12, 1995 in Book 05711 at page 00314; and

**WHEREAS**, on September 30, 2008, GSC transferred the property to 45-51 MLK Urban Renewal Company, LLC (MLK Urban); and

**WHEREAS**, pursuant to an Assignment and Assumption of Mortgage dated September 30, 2008, MLK Urban assumed the rights and obligations of GSC under the City's mortgage; and

**WHEREAS**, on September 10, 2008, the City agreed to modify its existing mortgage to lend MLK Urban an additional \$214,850 to cure the defaults of GSC, pay off a municipal water and sewer lien and make essential repairs to the Property; and

**WHEREAS**, a Mortgage Modification Agreement was executed by MLK Urban on September 30, 2008 to increase the City's mortgage loan to \$589,850.00; and

**WHEREAS**, the Mortgage Modification Agreement was recorded on July 10, 2009 in Book 643 at page 750; and

**WHEREAS**, MLK Urban desires to apply for additional loan funds in the amount of \$438,000.00 with Regal Bank; and

**WHEREAS**, as a condition of the loan to MLK Urban, the new lender, Regal Bank requires that the City's mortgage be made subordinate to its loan; and

**WHEREAS**, the City's mortgage of \$589,850.00 will be made subordinate to Regal Bank's loan; and

**WHEREAS**, the amount of the new first loan is \$438,000.00; and

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

City Clerk File No. Res. 13.621

Agenda No. 10.L SEP 11 2013

TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A SUBORDINATION AGREEMENT AFFECTING PROPERTY KNOWN AS 45-51 MARTIN LUTHER KING DRIVE A/K/A BLOCK 26406, LOTS 17,18, 19 AND 20**

**WHEREAS**, the City by its Division of Community Development has reviewed the request for the City to subordinate its mortgage to the loan of Regal 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 mortgage by the approximate sum of \$352,850.00 because the funds will be used to maintain desperately needed affordable housing rental units in Jersey City.

**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 45-51 MLK Drive also known as of Block 26406, Lots 17, 18, 19 and 20 f/k/a Block 1350, Lots B.22, B.23, B.24 and B.25 to the interests of the new first mortgage of Regal Bank.

IW/he  
9/04/13

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 9.11.13											
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

621

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



DATE: September 9, 2013

TO: Rolando Lavarro, Council President and Members of Council

FROM: Darice Toon, Director - DCD

SUBJECT: 10K - Resolution Authorizing the Execution of a Mortgage Subordination Agreement Affecting the Property known as 121 Grant Avenue

10L - Resolution Authorizing the Execution of a Subordination Agreement Affecting the Property known as 45-51 Martin Luther King Drive

I. 10K – 121 Grant Avenue

The purpose of this resolution is to request authorization to allow the owner Mr. Aniggi to refinance his first mortgage and have the City subordinate its \$137,191.50 HOME mortgage to a new first mortgage of \$152,000.00 with Hudson City Savings Bank.

The owner is refinancing to get a lower interest rate and monthly payments.

II. 10L – 45-51 Martin Luther King Drive

The purpose of this resolution is to request authorization to allow the owner, 45-51 Martin Luther King Dive Urban Renewal Company, LLC to refinance its first mortgage and have the City subordinate its second mortgage in the amount of \$589,850.00 to a new first mortgage of \$438,000 with Regal Bank. Their current first mortgage of \$356,000 is held by Community Preservation Corporation.

At closing, proceeds of \$82,000 will go to repay principals for funding they provided to 45-51 Martin Luther King Drive Urban Renewal Company, LLC to make needed repairs to the building.

**Re: Resolutions 10.K and 10.L (Mortgage Subordination Agreements)**  
**September 9, 2013**  
**Page 2**

After performing necessary due diligence, the City customarily subordinates its mortgage to private lenders. This is necessary to encourage private investment in affordable housing projects.

Feel free to contact me if you have any questions.

cc: Anthony Cruz, HEDC Director  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Rodney Hairston, Real Estate Officer

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

City Clerk File No.           Rés. 13.622          

Agenda No.           10.M          

Approved:           SEP 11 2013          

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 373-375 JOHNSTON AVENUE A/K/A BLOCK 17402, LOT 1 F/K/A BLOCK 2077, LOT 32**

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

**WHEREAS**, Rigoberto and Marie Negron, the owner of 373-375 Johnston Avenue, also known as Block 17402, Lot 1, f/k/a Block 2077, Lot 32 participated in the City of Jersey City's ("City") First Time Homebuyer Program; and

**WHEREAS**, the owner received a \$52,000 loan from the City on September 25, 1992 for the purpose of financing the purchase of a two-family residential unit; and

**WHEREAS**, the City's loan self-amortizes provided that the homeowners reside in the property and does not sell the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

**WHEREAS**, in addition, the City is entitled to a recapture amount at the first non-exempt sale of the property after the restrictions have ended; and

**WHEREAS**, the twenty (20) year restrictive period has expired and the owner has advised the City's Division of Community Development (Division) of his desire to sell the property; and

**WHEREAS**, according to the City's Division of Community Development, upon closing on the sale of the Property, the owner does not owe the City a recapture amount and therefore, the City's mortgage can be discharged.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Rigoberto and Marie Negron dated September 25, 1992 in the amount of \$52,000 affecting 373-375 Johnston Avenue, Jersey City, also known as Lot 1 in Block 17402 formerly known as Lot 32 in Block 2077.

IW/he  
08/28/13

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 9.11.13											
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

622



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

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TO: Council President and Members of the Municipal Council

FROM: Itza Wilson, Asst. Corporation Counsel

DATE: August 28, 2013

SUBJECT: **Request for Discharge of Mortgages**

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This memo will explain the discharge of mortgage requests by individual homeowners. As a condition of receiving a grant under various programs such as HARP 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. 13.623  
 Agenda No. 10.N  
 Approved: SEP 11 2013  
 TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 385-387 PACIFIC AVENUE A/K/A BLOCK 17403, LOT 8 F/K/A BLOCK 2076, LOT 41**

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

**WHEREAS**, Elda Nathan and Emile Nathan, the owners of 385-387 Pacific Avenue, also known as Block 17403, Lot 8, f/k/a Block 2076, Lot 41 participated in the City of Jersey City's ("City") First Time Homebuyer Program; and

**WHEREAS**, the owners received a \$58,000 loan from the City on June 26, 1992 for the purpose of financing the purchase of a two-family residential unit; and

**WHEREAS**, the City's loan self-amortizes provided that the homeowners reside in the property and does not sell the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

**WHEREAS**, in addition, the City is entitled to a recapture amount at the first non-exempt sale of the property after the restrictions have ended; and

**WHEREAS**, the twenty (20) year restrictive period has expired and the owners have advised the City's Division of Community Development (Division) of their desire to sell the property; and

**WHEREAS**, on August 22, 2013, the Division requested payment from the owners of \$22,116.00 representing the recapture amount owed to the City in order to discharge the City's mortgage; and

**WHEREAS**, according to the Division, the owners paid the recapture amount of \$22,116.00 and therefore, the City's mortgage can be discharged.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Elda Nathan and Emile Nathan dated June 26, 1992 in the amount of \$58,000 affecting 385-387 Pacific Avenue, Jersey City, also known as Lot 8 in Block 17403 formerly known as Lot 41 in Block 2076.

IW/he  
08/29/13

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 9.11.13											
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.

\_\_\_\_\_  
 Rafael 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 Members of the Municipal Council

FROM: Itza Wilson, Asst. Corporation Counsel

DATE: August 29, 2013

SUBJECT: **Request for Discharge of Mortgages**

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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. 13.624

Agenda No. 10.0

Approved: SEP 11 2013

TITLE:



**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY ALLOWING USE AND ACCESS TO CITY OWNED PROPERTY AT BLOCK 15801 WITHIN THE GRAND JERSEY REDEVELOPMENT AREA**

**WHEREAS**, the City of Jersey City is the owner of property listed below which lies within the Grand Jersey Redevelopment Area:

<u>BLOCK</u>	<u>LOT</u>	<u>ADDRESS</u>
15801	3	52 Aetna Street
15801	4	Skinner Memorial Drive
15801	70	317 Skinner Memorial Drive
15801	73	Hudson River & N.Y. Bay
15801	77	Jersey Avenue Ins.
15801	78	41 Aetna Street
15801	34	Johnston Avenue
15801	37	452 Zapp Drive

**WHEREAS**, the Property is vacant land; and

**WHEREAS**, the Jersey City Redevelopment Agency is desirous of performing environmental testing and other inspections of the site as well as removal of contaminates soils to support future development; and

**WHEREAS**, Resolution No. 06-877 approved on October 26, 2006 authorized a License Agreement with the Jersey City Redevelopment Agency which has expired; and

**WHEREAS**, it is necessary to extend the License Agreement for an additional five years to expire on September 1, 2018.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the License Agreement with the Jersey City Redevelopment Agency is extended by an additional five years with an expiration date of September 1, 2018.

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

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9 11 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

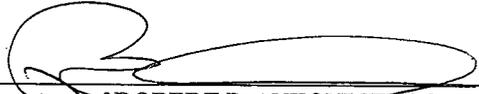
624

**ORDINANCE/RESOLUTION FACT SHEET**

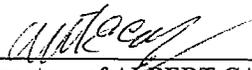
This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the 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 EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY ALLOWING USE AND ACCESS TO CITY OWNED PROPERTY AT BLOCK 15801 WITHIN THE GRAND JERSEY REDEVELOPMENT AREA**
2. **Name and Title of Person Initiating the Ordinance/Resolution, etc.:**  
 Benjamin Delisle, Director of Development, JCRA 201-761-0822.
3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**  
 This Resolution will authorize the Jersey City Redevelopment Agency, its agents or assignees, continued access to Block 15801, Lots 3, 4, 70, 73, 77, 79, 34 and 37 for predevelopment and environmental studies.
4. **Reasons (Need) for the Proposed Program, Project, etc:**  
 The JCRA has been charged with the responsibility of carrying out the goals and objectives of the Grand Jersey Redevelopment Plan which include the redevelopment and revitalization of the area.
5. **Anticipated Benefits to the Community:**  
 Revitalization of an area determined to be an area in need of redevelopment.
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.):**
7. **Date Proposed Program or Project will Commence:**  
 Program is ongoing.
8. **Anticipated Completion Date:**  
 Yet to be determined.
9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**  
 Robert P. Antonicello, Executive Director, JCRA
10. **Additional Comments:**

I certify that all the Facts Presented Herein are Accurate.

  
 \_\_\_\_\_  
 Signature of **ROBERT P. ANTONICELLO**  
 Executive Director  
 Jersey City Redevelopment Agency

\_\_\_\_\_  
Date

  
 \_\_\_\_\_  
 Signature of **ALBERT CAMERON**, Acting Director  
 Department of Housing Economic Development  
 and Commerce

AUGUST 7, 2013  
Date



## INTER-OFFICE MEMORANDUM

**TO:** Anne Marie Miller, Real Estate Manager

**FROM:** Mary Patricia Noonan, Project Manager *mpn*

**DATE:** August 7, 2013

---

**SUBJECT:** Extension of License Agreement - Grand Jersey Redevelopment Area

On November 20, 2006, the City and JCRA entered into a License Agreement for access to City owned property within the Grand Jersey Redevelopment Area. The License Agreement was authorized by Resolution No. 06-877 and approved at the October 25, 2006 Council meeting. This License needs to be extended for an additional five years. There are numerous environmental issues at the site that JCRA is addressing.

In that regard, we have prepared the attached Resolution and License Agreement Extension. Please review and if all is in order kindly forward same to the Law Department for inclusion on the City Council agenda for the August 28, 2013 Council meeting.

Thank you for your assistance with the above. Any questions, please call me at 201-761-0828.

/mpn

c: Ben Delisle  
Al Cameron  
Council President Lavarro  
Councilwoman Coleman

enc.

**EXTENSION TO LICENSE AGREEMENT**  
**BY AND BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY**  
**AND THE CITY OF JERSEY CITY**  
**FOR PROPERTY LOCATED WITHIN THE**  
**GRAND JERSEY REDEVELOPMENT AREA**

On November 20, 2006, the City of Jersey City (hereinafter "City") and the Jersey City Redevelopment Agency (hereinafter "Agency") entered into a License Agreement granting the Agency access to City owned property located at Block 15801, Lots 3, 4, 70, 73, 77, 78, 34 and 37 within the Grand Jersey Redevelopment Area. The License Agreement was authorized by City Resolution 06-877 and granted permission to the Agency and its designees the right to access the property for studies and investigations related to the future development of the area. The parties deem it necessary to extend the License Agreement for an additional five year period to expire on September 1, 2018. A copy of the License Agreement is attached hereto.

This Amendment is dated as of \_\_\_\_\_; all other terms of the License Agreement remain in full force and effect.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
City Clerk

\_\_\_\_\_  
**ROBERT KAKOLESKI**  
Acting Business Administrator

**JERSEY CITY REDEVELOPMENT  
AGENCY**

\_\_\_\_\_  
**Robert P. Antonicello**  
Secretary

\_\_\_\_\_  
**Chairman**

## LICENSE AGREEMENT

The AGREEMENT is made this *10th* day of *Nov*, 2006, between the CITY OF JERSEY CITY [City or Licensor], with offices at 280 Grove Street, Jersey City, New Jersey, 07302, and the JERSEY CITY REDEVELOPMENT AGENCY , with offices at 30 Montgomery St. , Jersey City, NJ 07302 and its agent(s) or assigns [JCRA or Licensee],

WITNESSETH that:

1. The Licensor is the owner of property designated on the official tax map of the City of Jersey City as Block 60, Lots 19H, 19R, 19Q, and Block 2145 Lots 19G, 41T, 41Q, 41N and 63 within the Grand Jersey Redevelopment Area, [Property].
2. The Licensor agrees to grants the Licensee, its agent(s) or assigns the right to conduct remediation activities on the Property, including but not limited to the removal of contaminated soils, drums, debris, etc., installation of monitoring wells, installation of engineering controls (i.e., soil caps), temporary placement of support facilities (construction trailer, equipment, etc.)
3. The Licensee, its agent(s) or assigns shall defend, indemnify, save and hold harmless the Licensor from any and all accidents, losses, damages, claims, demands, suits, liens, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature arising, or alleged to arise, by reason of this Agreement or the use of the Property by the Licensee or any of its agents or assigns, in on or about the Property for the purposes set forth above with its permission, or outside the scope of the above

permitted use. The obligations of the Licensee its agent(s) or assigns to indemnify the Licenser pursuant to this Section shall survive any termination of this Agreement.

4. The Licensee, its agent(s) or assigns shall carry or require its contractor to carry property damage and Comprehensive General Liability Insurance for an amount not less that \$1,000,000. Or such other type and amount as is deemed or appropriate by the City's Risk Manager. The Licensee shall furnish to the Licenser a Certificate of Insurance for the benefit of the Licensee and Licenser and naming the Licenser, its employees or agents as additional named insured and covering the property herein described. Delivery of Certificates of Insurance evidencing policies or insurance and proof of payment of premium shall be delivered to the Licenser within ten (10) days of execution of this Agreement. The obligations of the Licensee or its agent(s) or assignee to indemnify the Licenser pursuant to this Section shall survive any termination of this Agreement.

5. The Licensee its agent(s) or assigns shall further furnish to the Licenser evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Licensee or its assignee.

6. All accidents or injuries to persons, or any damages, etc., occurring as a result of or in connection with the Licensee's use of the property, shall be reported immediately to the Redevelopment Agency, as authorized representatives of the Licenser together

with all information required by the Licensor on prescribed forms to be provided by the Licensor.

7. The Licensee, its agent(s) or assigns shall, accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents or assigns while on the property, at no cost to the City of Jersey City.

8. Any equipment installed or used by the Licensee, its agent(s) or assigns in connection with its use of the property that may be removed without damage to the property shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than five (5) days thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

9. The Licensee shall provide in writing to the Licensor the names of two (2) authorized representatives of the Licensee its agent(s) or assigns who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

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

Licensor: City of Jersey City  
280 Grove St.  
Jersey City, NJ 07302

Licensee: Jersey City Redevelopment Agency  
30 Montgomery St.  
Jersey City, NJ 07302

11. All of the above terms and conditions shall be binding on the Licensee, its agent(s) or assignee, Licensor and all other parties connected with the event for which the property is herein licensed. Any and all violations of the terms and conditions of the said agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

12. This License shall commence for a maximum period of five (5) years of which shall fall within five (5) calendar years of the date of the Agreement.

13. In consideration for this license, the Licensee, its agent(s) or assignee shall pay to the Licensor the sum of \$1.00 (One) Dollar.

14. The Licensee may grant or assign this License Agreement to a designated Contractor, its agent(s) or assigns without prior written approval of the Licensor subject to compliance with the insurance provisions set forth above.

15. The permission for use of the property may be revoked by Licensor at any time without cause upon thirty (30) days advance written notice. Revocation shall not

relieve the Licensee its agent(s) or assignee of any liabilities or obligations, which stem from its use of the property, which occurred on or prior to the date of revocation.

16. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the property by the Licensee will be repaired by the Licensee its agent(s) or assignee at its own cost and expense.

17. The permission to use City-owned property is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee, its agent(s) or assigns from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

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

19. City officials, officers, directors or employees 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.

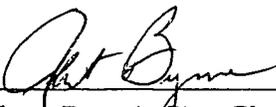
20. The Licensee's use of the property shall keep all public streets free and clear of obstructions and shall not interfere with their use.

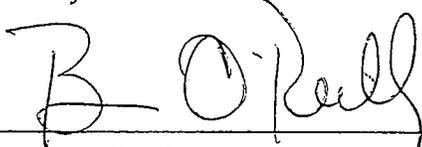
21. The Licensee's use of the property shall be in accordance with all ordinances and regulations of the City of Jersey City, which are applicable to the intended use of the property by the Licensee.

—22. The previous License Agreement approved pursuant to Resolution 06-282 adopted on April 12, 2006, is hereby terminated, it being the intention of the parties to replace it with the within agreement.

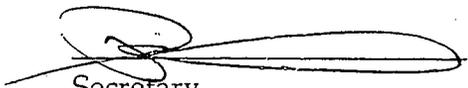
IN WITNESS WHEREOF, the parties have caused these present to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

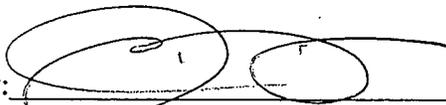
ATTEST:

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

CITY OF JERSEY CITY  
By:   
\_\_\_\_\_  
Brian O'Reilly, Business Administrator

JERSEY CITY REDEVELOPMENT AGENCY

  
\_\_\_\_\_  
Secretary

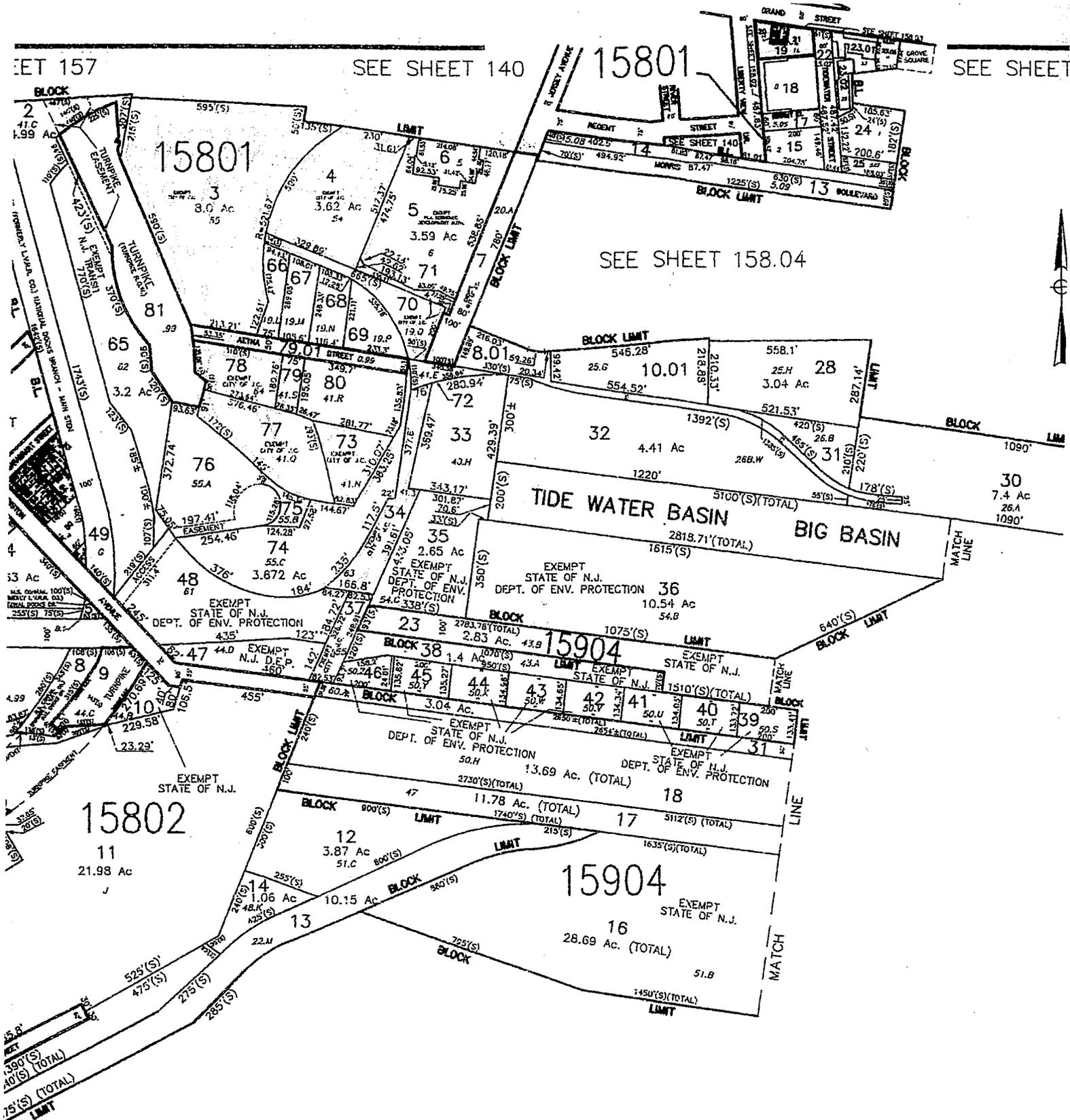
By:   
\_\_\_\_\_  
James K. Morley, Chairman

SEE SHEET 157

SEE SHEET 140

15801

SEE SHEET



TAV M

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

City Clerk File No. Res. 13.625

Agenda No. 10.P

Approved: SEP 11 2013

TITLE:



## Resolution Honoring the Supertones Band

**WHEREAS**, The Supertones Band includes **Avinash Singh King Raj, Princess Anisa, Omesh "Kulibai" Kemraj and Dave Lall**; and

**WHEREAS**, The Supertones Band, also called SupT is United State's internationally celebrated Chutney, Soca, Bollywood, Filmi and Reggae band; and

**WHEREAS**, The Supertones Band has played in Guyana, Holland, Suriname and Spain. They are the first Chutney Band to ever play Off-Broadway, breaking the barriers for West Indian music; and

**WHEREAS**, The Supertones Band was voted 2009's "Best Recorded Band," "Best Crossover Band," and "Best Performing Stage Band" at the West Indian Music Awards; and

**WHEREAS**, The Supertones Band won "Video of the Year" for "Tek Sunita" at the 2010 West Indian Music Awards; and

**WHEREAS**, The Supertones Band performed, stimulated and moved the crowd at the 3<sup>rd</sup> Annual West Indian Family Fun Day held at Lincoln Park in Jersey City, New Jersey on Saturday, August 17, 2013.

**NOW, THEREFORE, BE IT RESOLVED**, that that the Municipal Council of the City of Jersey City does hereby honor **Avinash Singh King Raj, Princess Anisa, Omesh "Kulibai" Kemraj and Dave Lall**, members of the Supertones Band for their outstanding accomplishments. We wish them continued success and happiness in the future.

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13											
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. 13.626

Agenda No. 10.Q

Approved: SEP 11 2013

TITLE:



## Resolution Honoring Al Chowanec

**WHEREAS**, Al Chowanec, popularly known as "Captain Al," worked as a mechanic for U.S. Trucking in the 1960s. He later purchased a Shell gas station located on Grand Street. A year later, Al won the lottery and bought a liquor license for Harbor Casino which opened in 1967. His father gave him the building in which Chowanec opened Harbor Casino and his brothers operated the establishment for a while. Chowanec sold the gas station and he and his wife, Olga, ran Harbor Casino for the next 39 years; and

**WHEREAS**, The old Harbor Casino was a wooden fronted establishment with a nautical theme, a timepiece straight out of the 1950s and 1960s. Kielbasa was a popular dish as well as seafood. Although the establishment was named Harbor Casino, it was not on the waterfront nor was it a casino. Harbor Casino was a tavern and restaurant, where you could order crab year-round; and

**WHEREAS**, Harbor Casino attracted a combination of people from the area, off duty police officers, local municipal workers, construction workers from the developing waterfront, and young professionals from the nearby offices. Harbor Casino hosted the notorious political boss John V. Kenny and his cronies, known as the Hudson Eight, in the early 1970s; and

**WHEREAS**, since 1969, Al Chowanec has been instrumental in getting many city official elected. The longtime County Committee person worked with Mayors Thomas Whalen, Thomas Smith, Gerry McCann and Steven Fulop. He helped campaign for Congressman Frank Guarini, Senators Bill Bradley and Wally Shields. He was also a staunch supporter of Ward E Councilmen Ben Lopez, E. Jr. Maldonado and Freeholder William O'Dea; and

**WHEREAS**, Al Chowanec will be honored by friends and family on Saturday, August 24, 2013 at the historic Lighthouse Restaurant in Jersey City at which time a room will be named in honor of the community activist.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Al Chowanec for his many years of dedicated service to the City of Jersey City.

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

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

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13											
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. 13.627

Agenda No. 10.R

Approved: SEP 11 2013

TITLE:



## Resolution Honoring Grace M. Dunbar-Linkhorn

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

**WHEREAS**, Grace M. Dunbar-Linkhorn was born on a farm in Wellborn, Florida on July 4, 1907. She was the eighth daughter of fourteen children born to Charles and Ellen Dunbar. Her family moved north, first to Delaware and then New Jersey after World War I. Grace grew up in the Downtown section of Jersey City, where she received her education; and

**WHEREAS**, Grace M. Dunbar-Linkhorn married and gave birth to four beautiful daughters. She raised her children in Jersey City and attended Mt. Pisgah AME Church. Her family joined the church in the 1920's. Grace diligently served her church as an advisor to the Youth Council and the Florida Club. Mrs. Linkhorn was also very active in her community and was a member of the NAACP and the YWCA; and

**WHEREAS**, Mrs. Linkhorn retired from Maidenform located in Bayonne, NJ in the early 1970's and returned to her home state of Florida. While residing in Florida, she was very active in church and community activities. Mrs. Linkhorn faithfully attended St. James AME Church; and

**WHEREAS**, Mrs. Linkhorn always attended Mt. Pisgah when she visited New Jersey. She now lives in Jersey City with her daughter Gloria and attends Mt. Pisgah when her health permits. Mrs. Linkhorn's family has extended to six generations with nine grandchildren, twenty-nine great-grandchildren, twenty-five great-great grandchildren and two great-great-great grandchildren. Mrs. Linkhorn loves the fact that she now has six generations attending her home church; and

**WHEREAS**, Mrs. Linkhorn is the oldest member of Mt. Pisgah. The congregation will honor the centenarian on Sunday, September 8, 2013.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Mrs. Grace Dunbar-Linkhorn. She is 106 years young and we wish her continued health and happiness.

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

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

Business Administrator

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

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <span style="float: right;">9.11.13</span>											
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. 13.628

Agenda No. 10.S

Approved: SEP 11 2013

TITLE:



## RESOLUTION COMMEMORATING THE 74TH ANNIVERSARY OF THE KATYN FOREST MASSACRE

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

**WHEREAS**, in 1940, in the Katyn Forest near Smolensk, Russia, on Josef Stalin's orders, the Soviet Union N.K.V.D. secret police executed and buried in mass graves more than 20,000 Polish soldiers, officers, police officials, politicians, intellectuals, professors, priests, rabbis and many other national leaders who had been taken prisoner when the Soviet Union joined the German Nazi government in an invasion of Poland in September 1939; and

**WHEREAS**, in 1941, Nazi Germany invaded the Soviet Union. The Soviets switched alliances and joined with Poland. The Soviets in turn agreed to release Polish prisoners of war. At this time, the Polish government-in-exile realized a large number of prisoners of war were missing. Stalin insisted they had escaped; and

**WHEREAS**, on April 13, 1943, the Nazi German Army captured the area around Smolensk and discovered the mass graves and announced to the world that the Soviets were responsible for the massacre. The Soviets accused the Germans of trying to undermine the Allies and blamed the massacre on the German Nazi army. The Polish government-in-exile requested an investigation by the International Red Cross, which caused the Soviets to break their alliance with Poland and accuse Poland of treachery. In order to preserve the trilateral alliance against the German Nazis, the governments of Britain and the United States preferred to overlook the massacre; and

**WHEREAS**, until the end of the 1980s, the Soviet Union categorically denied its involvement in the massacre and continued to blame the massacre on the German Nazi Army. In 1989, with the collapse of the Soviet government, Soviet leader Mikhail Gorbachev finally admitted that the Soviet N.K.V.D. had executed the Polish prisoners of war, and confirmed two other burial sites similar to the site at Katyn; and

**WHEREAS**, a statue dedicated to the Katyn Forest Massacre is featured at Exchange Place in the downtown section of the City of Jersey City that depicts the wounds suffered by the prisoners of war and the nation of Poland; and

**WHEREAS**, on Sunday September 15, 2013, the Polish American Congress, representatives of Polish veteran groups, and the Katyn Forest Massacre Memorial Committee, Inc. will hold a memorial service to honor the memory of the victims of the Katyn Massacre, the victims of the Second World War and the victims of the terrorist attacks of September 11, 2001.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby applaud the efforts of the Polish American Congress and the Katyn Forest Massacre Memorial Committee, Inc. We urge all residents to participate in the memorial service honoring fallen heroes.

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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 9.11.13											
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. 13.629

Agenda No. 10.T

Approved: SEP 11 2013

TITLE:



## Resolution Honoring The Velazquez Family Singers

ON THE OCCASION OF THE 2013 AFRICAN CULTURAL ARTS FESTIVAL

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

**WHEREAS**, singing comes naturally to Victoria, Alexia, and Emmanuel Velazquez of the Velazquez Family Singers (VFS). The talented children were born into a musical family. Their father is a member of Opera Ebony, America's oldest surviving black opera company and their mother was an R&B recording artist; and

**WHEREAS**, the VFS began in 2006 when Victoria was 10, Alexia was 8 and Emmanuel was 6 years old. The group won first place in the 2006 and 2007 McDonald's Gospelfest Competition - Groups Category which is an adult category. The Velazquez girls were honored to be the opening act at the 2007 Black Girls Rock! Awards at Lincoln Center, NYC. In 2008, the VFS were featured soloists on five songs of the Keedz CD, Universal Records, France. Keedz's first music video "Stand on the Word," which featured Alexia, reached Number One on MTV - France. Alexia was also a featured singer in the Off-Broadway production of "Who Is a Virtuous Woman" in 2008; and

**WHEREAS**, in 2009, the VFS recorded a song with Sarah Dash of Labelle on her gospel CD, the group sang at the world famous Apollo Theatre in Harlem, NY with Dr. Susan Johnson Cook, (Dr. Sujay) who was recently appointed Ambassador at Large for International Religious Freedom by President Obama. Also in 2009, the VFS recorded their first CD, made two music videos and performed a mini-concert at the Centennial NAACP National Convention in NYC. The girls also sang a special arrangement of "Young Gifted and Black" in a tribute to Raven Symone at the annual Black Girls Rock! Awards at the Times Center, NYC; and

**WHEREAS** in 2010, the VFS released a fundraiser project entitled "While We Still Have Time" in support of the Haitian Earthquake Relief efforts for which the VFS was nominated a second time for a Stellar Award for Children's Project of the Year. Later In 2010, the annual Black Girls Rock! Awards had its premiere network broadcast on BET, and Victoria and Alexia sang back-up for Jill Scott in the show's opening number, "Golden"; and

**WHEREAS**, in 2011, the VFS joined the Stellar Awards All-Star choir to pay special tribute to Kirk Franklin for his Haitian Relief recording of "Are You Listening?" on the Stellar Annual Awards Show. The Family also received their third consecutive Stellar Award Nomination for Children's Project of the Year; and

**WHEREAS**, Jersey City's Division of Cultural Affairs, Department of Recreation and the Jersey City Free Public Library's Community Awareness Series in conjunction with Ward F Councilwoman Diane Coleman will sponsor an African Cultural Arts Festival on Saturday, September 14, 2013 at which time, the Velazquez Family Singers will showcase their outstanding talent.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor the Velazquez Family Singers for the honor they bring to our city. We applaud the efforts of the African Cultural Arts Festival Committee and urge all residents of Jersey City to participate in the festivities and enjoy the music of the Velazquez Family.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Velazquez Family Singers.docx

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 9.11.13											
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. 13.630

Agenda No. 10.U

Approved: SEP 11 2013

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 September 11, 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  
9/0/13

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 9.11.13											
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. 13.631

Agenda No. 10.V

Approved: SEP 11 2013

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 September 11, 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  
9/05/13

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 9.11.13											
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. 13.632

Agenda No. 10.W

Approved: SEP 11 2013

TITLE:



## RESOLUTION APPROVING THE APPOINTMENT OF JAMES SHEA AS DIRECTOR OF DEPARTMENT OF PUBLIC SAFETY

**COUNCIL AS A WHOLE**, offered and moved adoption of the following resolution:

**WHEREAS**, N.J.S.A. 40:69A-43(b) provides that each department of the City of Jersey City shall be headed by a director, who shall be appointed by the Mayor with the advice and consent of the Council; and

**WHEREAS**, every director serves during the term of office of the Mayor and until the appointment and qualification of a successor; and

**WHEREAS**, the Mayor has advised the Council by a letter on file with the office of the City Clerk, that he has appointed James Shea as Director of the Department of Public Safety and seeks the advice and consent of the Council to his appointment; and

**WHEREAS**, James Shea is well qualified to serve as Director of the Department of Public Safety of the City of Jersey City.

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

- (1) The appointment of James Shea as Director of the Department of Public Safety is hereby approved; and
- (2) He shall serve during the term of office of the Mayor and until the appointment and qualification of a successor.

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

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

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13											
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- 13.633

Agenda No. 10.X

Approved: SEP 11 2013

TITLE:



**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO ACCEPT A DONATION OF USED OFFICE FURNITURE FROM THE MORRIS CANAL COMMUNITY DEVELOPMENT CORPORATION**

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

**WHEREAS**, the Police Department is in need of office furniture; and

**WHEREAS**, the Morris Canal Community Development Corporation received a donation of executive office furniture; and

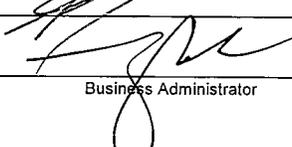
**WHEREAS**, the Morris Community Development Corporation has excess furniture they wish to donate to the Jersey City Police Department; and

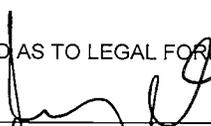
**WHEREAS**, this furniture has been inspected and found to be of good quality; and

**WHEREAS**, the City of Jersey City is authorized to accept gifts pursuant to N.J.S.A. 40A:5-29 of the Local Fiscal Affairs Law; and

**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 accept the donation of office furniture to the City of Jersey City for use at the Jersey City Police Department; and
2. The Morris Canal Community Development Corporation are hereby thanked for their public minded generosity.

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 9.11.13											
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

633

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

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

1. **Full Title of Ordinance/Resolution/Cooperation Agreement :**  
RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO ACCEPT A DONATION OF USED OFFICE FURNITURE FROM THE MORRIS CANAL COMMUNITY DEVELOPMENT CORPORATION
2. **Name and Title of Person Initiating Ordinance/Resolution :**  
ROBERT BAKER, SR. FISCAL OFFICER
3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**  
DONATION OF OFFICE FURNITURE FOR USE BY THE JERSEY CITY POLICE DEPARTMENT.
4. **Reasons (Need) for the Proposed Program, Project, etc.:**  
REPLACEMENT/ADDITION OF EXISTING FURNITURE
5. **Anticipated Benefits to the Community:**  
IMPROVEMENT IN OPERATING EFFICIENCY OF STAFF AND PROFESSIONAL APPEARANCE
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.)**  
NO COST OR MATCHING
7. **Date Proposed Program or Project will Commence:**  
SEPTEMBER, 2013
8. **Anticipated Completion Date:**  
SEPTEMBER, 2013
9. **Person Responsible for Coordinating Proposed Program/Project:**  
ROBERT BAKER, SR., FISCAL OFFICER

I certify that all the facts presented herein are accurate.

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

9/5/13  
Date

**JERSEY CITY POLICE DEPARTMENT**

FROM: P.O. Stephen Palomba  
TO: Sgt. Patrick McCarthy  
SUBJECT: Office furniture donation

FILE # \_\_\_\_\_  
DATE 8/28/13

Sir,

I was directed today, 8/28/13, by Chief Joseph Connors to respond to 317 Pacific Ave. to meet with President June Jones, Morris Canal Community Development Corporation, in regards to her organization donating used office furniture to the City of Jersey City. The following are the items the organization wishes to donate:

- \* 2, brown mahogany, executive style desks
- \* 1, 2'x6' brown mahogany conference table with pedestal
- \* 2, 3'x10' brown mahogany conference tables with pedestals
- \* 10, black, computer style, fabric, rolling chairs
- \* 4, red, high back, fabric, office chairs
- \* 5, red, fabric, office style arm chairs

Please let me know if you have any questions.

Respectfully Submitted,  
*Stephen Palomba #2686*  
P.O. Stephen Palomba # 2686

**APPROVED**

*Lpt. Palomba*  
*8-28-13*

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

City Clerk File No. Res. 13.634  
Agenda No. 10.Y  
Approved: SEP 11 2013



TITLE:

**RESOLUTION AUTHORIZING A TWO (2) YEAR CONTRACT WITH DIRECT ENERGY BUSINESS FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND DIRECT ENERGY BUSINESS THROUGH THE ESSEX – HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, by Resolution # 15-1-2006 the Hudson County Board of Chosen Freeholders (Board) authorized the use of a cooperative pricing system for use with other local government entities pursuant to N.J.S.A. 40A:11-11(5), and the purchase of the commodity of electricity was approved by the Division of Local Government Services as part of Hudson County's Pricing Cooperating System as of September 28, 2010; and

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

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

**WHEREAS**, there continues to be a need for the purchase of electricity for the County of Hudson as well as various municipalities within the County of Hudson; and

**WHEREAS**, N.J.S.A. 40A:11-11 authorizes contracting units to establish and enter into Cooperative Pricing Agreements and the County of Hudson is desirous of joining the Essex County Cooperative Energy Procurement System; and

**WHEREAS**, the Essex County Board of Chosen Freeholders established the Essex County Aggregate Procurement Cooperative Pricing System ( #198ECAEPC ) by way of its resolution # 11-0603 on September 7, 2011 and this resolution permits other local governing units to join the pricing system; and

**WHEREAS**, by way of resolution # 75-2-2012, approved on February 9, 2012, the Board authorized the Hudson County Cooperative Pricing System (HCCPS) to join the Essex County Cooperative Pricing System; and

**WHEREAS**, Resolution # R -12-0211, approved on March 14, 2012 by the Essex County Board of Freeholders establishing a regional cooperative pricing system to be known as the Essex – Hudson Regional Energy Procurement Cooperative with Essex County serving as the lead agency; and

**WHEREAS**, Resolution # R-12-0395, approved on May 2, 2012 by the Essex County Board of Freeholders authorizing the County of Essex to accept and award only in accord with the terms and conditions of this resolution, an electricity purchase contract for the Essex – Hudson Regional Energy Procurement Cooperative for the lowest kilowatt per hour rate available at the electrical energy market at time of bid; and

**WHEREAS**, Resolution # 13-239, approved on March 28, 2013 resolved that the City binds itself to the HCCPS to purchase all electric power needed for its own use from the electric supplier or suppliers awarded a contract for electric generation services by the Lead Agency; and

**WHEREAS**, on May 9, 2013, Essex County received bids on behalf of the HCCPS for our joint electricity purchase for new one year contracts which would become effective on the first meter reading date in July, 2013 to Direct Energy Business, 1001 Liberty Ave., Pittsburgh, Pa 15222; and

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING A TWO (2) YEAR CONTRACT WITH DIRECT ENERGY BUSINESS FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND DIRECT ENERGY BUSINESS THROUGH THE ESSEX - HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

**WHEREAS**, Direct Energy Business, 1001 Liberty Ave., Pittsburgh, Pa 15222 has agreed to continue to provide this commodity at the same price and under the same terms; and

**WHEREAS**, each participant of the HCCPS as set forth in resolution Number 424-10-2010 shall continue to be billed individually; and

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

**WHEREAS**, the agreement is for two (2) years effective July 1, 2013 to June 30, 2015; and

**WHEREAS**, the City desires to purchase electricity from Direct Energy Business for a two (2) year period effective as of July 1, 2013 and ending on June 30, 2015; and

**WHEREAS**, the total cost of the contract is \$1,000,000.00 for the two (2) years period; and

**WHEREAS**, funds in the amount of **\$250,000.00** are available in **Unclassified Operating Account No. 13-01-201-31-430-303**.

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

1. Pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq., the City's Purchasing Agent is authorized to issue a purchase order to Direct Energy Business for Two Hundred and Fifty thousand (\$250,000.00) Dollars for the months of July, 2013 through December, 2013.
2. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year budget, shall be subject to the availability and appropriation of sufficient funds in the 2014 and 2015 calendar year temporary and permanent budgets.
3. The purchasing Agent is authorized to execute such other documents necessary to effectuate the purposes of this resolution.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Unclassified Operating Account No. 13-01-201-31-430-303** for payment of the above resolution. PO # 111038

APPROVED: [Signature]  
Michael Razzoff, Director, Department of Public Works  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

MR/sb  
September 3, 2013

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>9.11.13</u>											
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

6034

Requisition #
0163241

**CITY OF JERSEY CITY**

1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

Assigned PO #
111038

**Requisition**

**Vendor**  
 DIRECT ENEGY BUSINESS  
 101 LIBERTY AVENUE  
 PHILADELPHIA PA 19176

DI158167

**Dept. Bill To**  
 ADMINISTRATIVE SERVICES  
 575 ROUTE 440  
 2ND FLOOR  
 JERSEY CITY NJ 07305

**Dept. Ship To**  
 ADMINISTRATIVE SERVICES  
 575 ROUTE 440  
 2ND FLOOR  
 JERSEY CITY NJ 07305

**Contact Info**  
 steve  
 0000004904

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SER	ENCUMBRANCY	01-201-31-430-303	.00	.00
		ENCUMBRANCY FOR ELECTRIC AT VARIOUS LOCATIONS			
		TOTAL CONTRACT AMOUNT - \$1,000,000.00			
		CONTRACT TERM - 7/1/13 - 6/30/15			
		TEMPORARY AMOUNT - 7/1/13 - 12/31/13 -\$250,000.00			
		PPVS			

Requisition Total .00

Req. Date: 09/03/2013

Requested By: STEVE

Buyer Id:

Approved By: Steve Miller  
 09/03/13

**This Is Not A Purchase Order**

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeanne F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547-4533  
Fax# 201-547-5088  
E-mail Address: abuanJ@cnj.org

(REVISED 10/2011)

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): Melissa Beakes, Manager, HR

Representative's Signature: Melissa Beakes

Name of Company: Direct Energy Business

Tel. No.: 412-667-5660 Date: 8-6-13

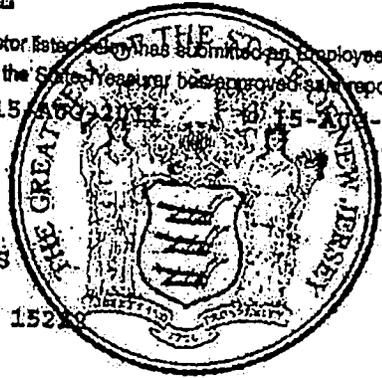
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

Certification 47160

**INTERNAL**

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 AUGUST 2013 - 15 AUGUST 2014



DIRECT ENERGY BUSINESS  
1001 LIBERTY AVE  
PITTSBURGH

PA 15222

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

Andrew P. Sidamon-E  
State Treasurer



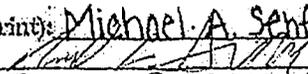
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Print: Michael A. Senff, VP of NA Sales & Marketing  
Representative's Signature:   
Name of Company: Direct Energy Business LLC  
Tel. No.: (888) 925-9115 Date: 7/31/13

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

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

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

Business Name : Direct Energy Business, LLC  
Address : 1001 Liberty Avenue, Pittsburgh PA 15222  
Telephone No. : 732-494-0089  
Contact Name : Charlie Lapolla

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  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** DIRECT ENERGY BUSINESS, LLC  
**Trade Name:**  
**Address:** 1001 LIBERTY AVE  
PITTSBURGH, PA 15222-3714  
**Certificate Number:** 0828434  
**Effective Date:** December 07, 1999  
**Date of Issuance:** March 14, 2012

**For Office Use Only:**  
20120314123803279

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 Direct Energy Business (name of business entity) has not made any reportable contributions in the one-year period preceding July 16, 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 Direct Energy Business (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: Direct Energy Business, LLC

Signed: [Signature] Title: VP of NA Sales & Marketing

Print Name: Michael A. Senff Date: 7/31/13

Subscribed and sworn before me  
this 31 day of July, 2013.

My Commission expires: June 28, 2016

E. Banks Hubbard  
(Affiant)

Ebony Banks Hubbard, Complex Transactions  
(Print name & title of affiant) (Corporate Seal)

NOTARIAL SEAL  
Ebony Banks-Hubbard  
NOTARY PUBLIC  
Pittsburgh City, Allegheny County  
My Commission Expires 06/26/2016

\*\*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.

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

**Part I – Vendor Affirmation**

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

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavatro 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     
  Limited Liability Company

Name of Stock or Shareholder	Home Address
Direct Energy Business, LLC is 100% wholly-owned subsidiary of Direct Energy Services, LLC	

**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: Direct Energy Business, LLC  
 Signed: [Signature] Title: VP of NA Sales & Marketing  
 Print Name: Michael A. Senff Date: 8/7/13

Subscribed and sworn before me this <u>7<sup>th</sup></u> day of <u>August</u> , 2013	<u>[Signature]</u> (Affiant)
My Commission expires: <u>June 28, 2016</u>	<u>Ebony Banks Hubbard, Consqly transactions</u> (Print name & title of affiant) (Corporate Seal)

NOTARIAL SEAL  
 Ebony Banks-Hubbard  
 NOTARY PUBLIC  
 Pittsburgh City, Allegheny County  
 My Commission Expires 06/28/2016



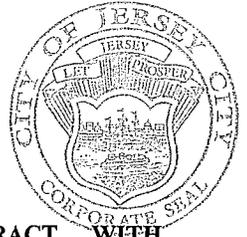
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.635

Agenda No. 10.Z

Approved: SEP 11 2013

TITLE:



**RESOLUTION AUTHORIZING A TWO (2) YEAR CONTRACT WITH CONSTELLATION NEW ENERGY, INC. FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND CONSTELLATION NEW ENERGY, INC. THROUGH THE ESSEX – HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, by Resolution # 15-1-2006 the Hudson County Board of Chosen Freeholders (Board) authorized the use of a cooperative pricing system for use with other local government entities pursuant to N.J.S.A. 40A:11-11(5), and the purchase of the commodity of electricity was approved by the Division of Local Government Services as part of Hudson County's Pricing Cooperating System as of September 28, 2010; and

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

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

**WHEREAS**, there continues to be a need for the purchase of electricity for the County of Hudson as well as various municipalities within the County of Hudson; and

**WHEREAS**, N.J.S.A. 40A:11-11 authorizes contracting units to establish and enter into Cooperative Pricing Agreements and the County of Hudson is desirous of joining the Essex County Cooperative Energy Procurement System; and

**WHEREAS**, the Essex County Board of Chosen Freeholders established the Essex County Aggregate Procurement Cooperative Pricing System ( #198ECAEPC ) by way of its resolution # 11-0603 on September 7, 2011 and this resolution permits other local governing units to join the pricing system; and

**WHEREAS**, by way of resolution # 75-2-2012, approved on February 9, 2012, the Board authorized the Hudson County Cooperative Pricing System (HCCPS) to join the Essex County Cooperative Pricing System; and

**WHEREAS**, Resolution # R-12-0211, approved on March 14, 2012 by the Essex County Board of Freeholders establishing a regional cooperative pricing system to be known as the Essex – Hudson Regional Energy Procurement Cooperative with Essex County serving as the lead agency; and

**WHEREAS**, Resolution # R-12-0395, approved on May 2, 2012 by the Essex County Board of Freeholders authorizing the County of Essex to accept and award only in accord with the terms and conditions of this resolution, an electricity purchase contract for the Essex – Hudson Regional Energy Procurement Cooperative for the lowest kilowatt per hour rate available at the electrical energy market at time of bid; and

**WHEREAS**, Resolution # 13-239, approved on March 28, 2013 resolved that the City binds itself to the HCCPS to purchase all electric power needed for its own use from the electric supplier or suppliers awarded a contract for electric generation services by the Lead Agency; and

**WHEREAS**, on May 9, 2013, Essex County received bids on behalf of the HCCPS for our joint electricity purchase for new one year contracts which would become effective on the first meter reading date in July, 2013 to Constellation New Energy, Inc., 100 Constellation Way, Suite 1200C, Baltimore, MD 21202; and

(Continued on page 2)

City Clerk File No. Res. 13.635

Agenda No. 10.Z SEP 11 2013

TITLE: **RESOLUTION AUTHORIZING A TWO (2) YEAR CONTRACT WITH CONSTELLATION NEW ENERGY, INC. FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND CONSTELLATION NEW ENERGY, INC. THROUGH THE ESSEX - HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

**WHEREAS**, Constellation New Energy, Inc., 100 Constellation Way, Suite 1200C, Baltimore, MD 21202; has agreed to continue to provide this commodity at the same price and under the same terms; and

**WHEREAS**, each participant of the HCCPS as set forth in resolution Number 424-10-2010 shall continue to be billed individually; and

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

**WHEREAS**, the agreement is for two (2) years effective July 1, 2013 to June 30, 2015; and

**WHEREAS**, the City desires to purchase electricity from Constellation New Energy, Inc. for a two (2) year period effective as of July 1, 2013 and ending on June 30, 2015; and

**WHEREAS**, the total cost of the contract is \$1,000,000.00 for the two (2) year period; and

**WHEREAS**, funds in the amount of **\$250,000.00** are available in Unclassified Operating Account No. 13-01-201-31-430-303.

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

1. Pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq., the City's Purchasing Agent is authorized to issue a purchase order to Constellation New Energy, Inc. for Two Hundred and Fifty thousand (\$250,000.00) Dollars for the months of July, 2013 through December, 2013.
2. Pursuant to N.J.A.C. 5:30-5.5(d), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year budget, shall be subject to the availability and appropriation of sufficient funds in the 2014 and 2015 calendar year temporary and permanent budgets.
3. The purchasing Agent is authorized to execute such other documents necessary to effectuate the purposes of this resolution.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Operating Account No. 13-01-201-31-430-303 for payment of the above resolution. PO # 111039

APPROVED: [Signature]  
Michael Razzoff, Director, Department of Public Works

APPROVED AS TO LEGAL FORM

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

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

MR/sb  
September 3, 2013

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13											
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]  
Rafael R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

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

Requisition #

0163242

Assigned PO #

111039

**Requisition**

**Vendor**  
CONSTELLATION NEW ENERGY, INC  
100 CONSTELLATION WAY,  
SUITE 1200C  
BALTIMORE MD 21202  
CO125971

**Dept. Bill To**  
ADMINISTRATIVE SERVICES  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

**Dept. Ship To**  
ADMINISTRATIVE SERVICES  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

**Contact Info**  
steve  
0000004904

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SER	ENCUMBRANCY	01-201-31-430-303	.00	.00
		ENCUMBRANCY FOR ELECTRIC AT VARIOUS LOCATIONS			
		TOTAL CONTRACT AMOUNT - \$1,000,000.00			
		CONTRACT TERM - 7/1/13 - 6/30/15			
		TEMPORARY AMOUNT - \$250,000.00			
		7/1/13 - 12/31/13			
		PPV'S			

Requisition Total .00

Req. Date: 09/03/2013

Requested By: STEVE

Buyer Id:

Approved By:

*Steve Miller*  
9/03/13

**This Is Not A Purchase Order**

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

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

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

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

(REVISED 10/2011)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): Louis Hutchinson III  
Representative's Signature: [Signature]  
Name of Company: Constellation New Energy, Inc.  
Tel. No.: 410-470-2054 Date: 6/24/13

JPM/JS  
6/27/13

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

The contractor and the VP, Public of Constellation New Energy (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): Louis Hutchinson III, VP, Public Sector  
Representative's Signature: [Signature]  
Name of Company: Constellation New Energy, Inc.  
Tel. No.: 404-70-2054 Date: 6/24/13

JMK/S  
6/12/13



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

**PART II - Signature and Attestation:**

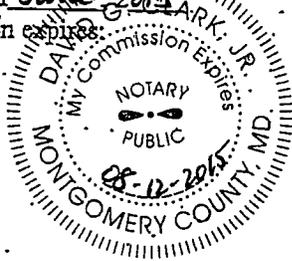
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Constellation New Energy, Inc.

Signed: [Signature] Title: VP, Public Sector

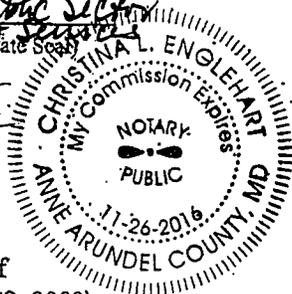
Print Name: Louis J. Hutchinson, III Date: 6/24/2013

Subscribed and sworn before me  
this 24<sup>th</sup> day of June, 2013  
My Commission expires: \_\_\_\_\_



[Signature]  
David G. Clark, Jr.; Director Public Sector  
(Print name & title of affiant) (Corporate Seal)

[Signature]  
Christina C. Englehart



\*\*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.





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CONSTELLATION NEWENERGY, INC.

**Trade Name:**

**Address:** 750 E PRATT ST 17TH FLOOR  
BALTIMORE, MD 21202

**Certificate Number:** 0102170

**Effective Date:** June 10, 2002

**Date of Issuance:** February 17, 2009

**For Office Use Only:**

20090217160551014

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

**Part I – Vendor Affirmation**

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

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	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

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Constellation New Energy, Inc.

Signed: [Signature] Title: VP, Public Sector

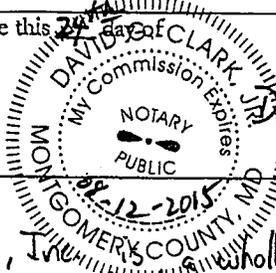
Print Name: LOUIS HUTCHINSON III Date: 6/24/13



Subscribed and sworn before me this 24 day of JUNE, 2013

My Commission expires: \_\_\_\_\_

[Signature] (Affiant)  
David G. Clark, Jr., Director - Public Sector  
 (Print name & title of affiant) (Corporate Seal)



JPH/JS  
6/12/13

\* Constellation New Energy, Inc. wholly owned subsidiary of Exelon Corporation (NYSE: EXC). No one stockholder owns 10% or more of EXC.

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

**Part I - Vendor Affirmation**

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

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned. \* Constellation New Energy, Inc is a wholly

owned subsidiary of Exelon Corporation (NYSE:EXC). No one stockholder owns 10% or more of Exelon Corp.

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

MPP  
CNS  
LEGAL

**Part 3 - Signature and Attestation:**

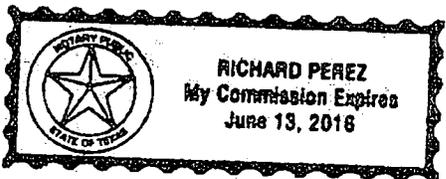
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Constellation New Energy Inc  
 Signed: [Signature] Title: Executive Director of Operations  
 Print Name: Brett McCarroll Date: August 19 2013

Subscribed and sworn before me this 19 day of August, 2013

My Commission expires: 6/13/16

Richard Perez  
 (Affiant)  
Richard Perez  
 (Print name & title of affiant) (Corporate Seal)



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

City Clerk File No. Res. 13.636

Agenda No. 10.Z.1

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

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LIBERTY LANDING MARINA TO PROVIDE FUEL FOR THE FIRE DEPARTMENT'S MARINE VESSELS

### 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 **Fuel for the Fire Department's Marine Vessels**; and

**WHEREAS**, as per N.J.S.A. 40A:11-6.1(a) quotes were solicited and obtained (3) three proposals, with the lowest responsible being that from Liberty Landing Marina/Suntex Waterfront, 80 Audrey Zapp Drive, Jersey City, New Jersey 07302 in the total amount of **Thirty Five Thousand Dollars (\$35,000.00)**; 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 **\$25,000.00** are available in the calendar year 2013 temporary budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. **01-201-25-265-208**; and

**WHEREAS**, funds in the amount of \$25,000.00 **Fire Department Operating Account No. 01-201-25-265-208**.

Account	PC	Combrance
01-201-25-265-208	109	000.00

**WHEREAS**, the award sufficient funds in the 2013 temp

# WITHDRAWN

and appropriation of

(Continue on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LIBERTY LANDING MARINA TO PROVIDE FUEL FOR THE FIRE DEPARTMENT'S MARINE VESSELS**

**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 **Liberty Landing Marina/Suntex Waterfront** for a total contract amount of \$35,000.00;
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 \$25,000.00 are available in **Fire Department's Operating Fund Account, 01-201-25-265-208.**

<b>Account</b>	<b>PO #</b>	<b>Total Contract</b>	<b>Temp Encumbrance</b>
01-201-25-265-208	109705	\$35,000.00	\$25,000.00

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

Donna Mauer  
Donna Mauer,  
Chief Financial Officer

APPROVED: Juan Carlos  
APPROVED: \_\_\_\_\_  
Business Admini

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
oration Counsel

**WITHDRAWN**

RECOI			
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

E			
CILPERSON	AYE	NAY	N.V.
A			
ERMAN			
RO, PRES.			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municip



## DETERMINATION OF VALUE CERTIFICATION

I, James Shea, of full age, hereby certify the following:

1. I am the Public Safety Director.
2. The City requires Fuel for the Marine Vessels for the Jersey City Fire Department.
3. The City informally solicited quotations for Fuel.
4. The administration's recommendation is to award a contract to Liberty Landing Marina.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

9/3/13

  
James Shea, Public Safety Director



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER

109705

## PURCHASE ORDER & VOUCHER

REQUISITION # 0161710

BUYER P2PRESO

CHECK NO. \_\_\_\_\_

CHECK DATE \_\_\_\_\_

VOUCHER NO. \_\_\_\_\_

VENDOR INV.# \_\_\_\_\_

DATE	VENDOR NO
04/17/2013	LI333623

### VENDOR INFORMATION

LIBERTY LANDING MARINA  
SUNTEX WATERFRONT MANAGEMENT  
80 AUDREY ZAPP DRIVE  
JERSEY CITY NJ 07302

DELIVER TO  
FIRE HEADQUARTERS  
465 MARIN BLVD.

JERSEY CITY NJ 07302

BILL TO  
FIRE HEADQUARTERS  
465 MARIN BLVD.  
JERSEY CITY NJ 07302

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EAC	FUEL FOR MARINE VESS ENCUMBER \$35,000 FOR FUEL FOR MARINE VESSELS. \$25,000 TEMPORARY ENCUMBRANCY  PPV'S	01-201-25-265-208	25,000.0000	25,000.00

TAX EXEMPTION NO. 22-6002013

PO Total

25,000.00

### 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

# CITY OF JERSEY CITY

Requisition #

0161710

Assigned PO #

## Requisition

**Vendor**  
LIBERTY LANDING MARINA  
SUNTEX WATERFRONT  
80 AUDREY ZAPP DRIVE  
JERSEY CITY NJ 07302  
LI333623

**Dept. Bill To**  
FIRE HEADQUARTERS  
465 MARIN BLVD.  
JERSEY CITY NJ 07302

**Dept. Ship To**

**Contact Info**  
janis.  
0000004898

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EAC	FUEL FOR MARINE VESS	0120125265208	25,000.00	25,000.00
		ENCUMBER \$50,000 FOR FUEL FOR MARINE VESSELS. \$25,000 TEMPORARY ENCUMBRANCY			
		PPV'S			

Requisition Total 25,000.00

Req. Date: 04/08/2013

Requested By: JANIS

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

Buyer Id:

**This Is Not A Purchase Order**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SUNTEX WATERFRONT MANAGEMENT II, LLC  
**Trade Name:**  
**Address:** 17330 PRESTON RD STE 111D  
DALLAS, TX 75252-6033  
**Certificate Number:** 1603067  
**Effective Date:** November 26, 2010  
**Date of Issuance:** May 20, 2013

**For Office Use Only:**  
20130520142606490



**\*\* Budget Account \*\***

Fund **1** CURRENT FUND  
G/L **201** CURRENT APPROPRIATIONS  
Cafr **25** PUBLIC SAFETY  
Subsidiary **265** FIRE  
Line Item **208** PETROLEUM & LUBRICANTS  
Sort Code **60** DEPARTMENT OF FIRE

Budget Amount **25,000.00**  
Revised Budget **.00**  
Beginning Balance **25,000.00**  
Prior YTD Expended **.00**  
Curr. YTD Expended **.00**  
Open Encumbered **25,000.00**  
Ending Balance **.00**

Year/Period **2013 / 5**  View in Ascending Order  
 View in Descending Order

Chg. Year/Period  /

- Double-Click On An Item Below To View All Details of Corresponding Transaction

Cd	Per	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount



QUOTATION ANALYSIS SHEET

*✓*  
*Alco*  
*R L F*  
*HS-770*

DATE	REQ. NO.	4/25/2013	VENDOR NAME		liberty landing		liberty harbor		newport yacht club		
			DIV/DEPT	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST
1		current gas prices for fire		EA		\$0.00					\$0.00
2		boats		EA		\$0.00					\$0.00
3		gas per gallon	0	EA	\$4.48	\$0.00	\$4.40	\$0.00			\$0.00
4		diesel per gallon		EA	<del>\$4.43</del>	\$0.00	<del>\$4.35</del>	\$0.00			\$0.00
5				EA		\$0.00					\$0.00
6		newport marina waiting for		EA		\$0.00					\$0.00
7		info because has no fuel dock;		EA		\$0.00					\$0.00
8		fuels directly from fuel trucks		EA		\$0.00					\$0.00
9		needs freq of fueling and		EA		\$0.00					\$0.00
10		average gallons needed		EA		\$0.00					\$0.00
11				EA		\$0.00					\$0.00
12				EA		\$0.00					\$0.00
13				EA		\$0.00					\$0.00
14				EA		\$0.00					\$0.00
15				EA		\$0.00					\$0.00
16				EA		\$0.00					\$0.00
				SUB-TOTAL		\$0.00		\$0.00			\$0.00
				SHIPPING/HANDLING		\$0.00		\$0.00			\$0.00
				TOTAL		\$0.00		\$0.00			\$0.00

BUYER'S NOTES:

**Treasure Loans** **H. SCHOENBERG**  
**We Buy Gold** **Pawnbrokers & Jewelers**  
 Money Gram • Bill Pay • Money Order • Phone Cards  
 On Gold Diamond Jewelry & Watches  
 Instant Cash!  
 3238 J.F. Kennedy Blvd. Jersey City, NJ 07306 (201) 386-8800  
 744 Bergen Avenue • Jersey City, NJ 07306  
 www.jerseycitypawnpshop.com  
 City/Marinastel: (201) 386-8800 Fax: (201) 386-8800

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 CLASSIFIEDS ([HTTP://CLASSIFIEDS.NJ.COM](http://classifieds.nj.com)) OBITUARIES ([HTTP://WWW.NJ.COM/OBITUARIES/](http://www.nj.com/obituaries/)) FIND N SAVE ([HTTP://FINDNSAVE.NJ.COM](http://findnsave.nj.com))  
 LOCAL BUSINESSES ([HTTP://BUSINESSFINDER.NJ.COM](http://businessfinder.nj.com))

Find a local business **What?**  **Where?** **Jersey City, NJ** Find  
 (http://businessfinder.nj.com/) i.e., pizza, plumbers, hotel City OR zip code  
 Find Local Businesses in New Jersey | Invite a friend! (Invite) | Sign in (https://businessfinder.nj.com/signin) | Sign up (https://businessfinder.nj.com/signin/register)

Showing **Marinas** in **Jersey City, NJ**

- 1 2 (/NJ-Jersey-City/Marinas/2) 3 (/NJ-Jersey-City/Marinas/3) 4 (/NJ-Jersey-City/Marinas/4)  
 5 (/NJ-Jersey-City/Marinas/5) 6 (/NJ-Jersey-City/Marinas/6) 7 (/NJ-Jersey-City/Marinas/7)  
 Next (/NJ-Jersey-City/Marinas/2)

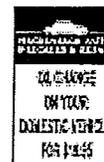
Showing 1 to 20 of 130 listings found

<b>Liberty Harbor Marina (/337395/Liberty-Harbor-Marina-Jersey-City-NJ)</b> 11 Marin Blvd, Jersey City, NJ 07302 Phone: (201) 516-7500 2.1 mi	516-7500 0 0
<b>Newport Marina Dockmaster's (/12148289/Newport-Marina-Dockmasters-Office-Jersey-City-NJ)</b> 500 Washington Blvd, Jersey City, NJ 07310 Phone: (201) 626-5552 2.2 mi	626-5552 0 0
<b>Liberty Landing Marina (/12146693/Liberty-Landing-Marina-Jersey-City-NJ)</b> 80 Audrey Zapp Dr, Jersey City, NJ 07305 Phone: (201) 985-8000 2.4 mi	985-8000 0 0
<b>Newport Marina (/12148327/Newport-Marina-Jersey-City-NJ)</b> 2 6Th St, Jersey City, NJ 07310 Phone: (201) 626-5550 2.4 mi	626-5550 0 0
<b>Shipyard Marina (/342646/Shipyard-Marina-Hoboken-NJ)</b> 1301 Sinatra Dr, Hoboken, NJ 07030 Phone: (201) 798-8080 3.1 mi	798-8080 0 0
<b>109 Elco Marine Parts &amp; Services (/338036/109-Elco-Marine-Parts-and-Service-Bayonne-NJ)</b> 109 E 24th St, Bayonne, NJ 07002 Phone: (201) 243-6932 4.9 mi	243-6932 0 0
<b>Bakers Marina on the Bay (/7757473/Bakers-Marina-on-the-Bay-Bayonne-NJ)</b> 1 Marina Dr, Bayonne, NJ 07002 Phone: (732) 872-9300 5.8 mi	872-9300 0 0
<b>PIER SEVENTY SIX (/12199698/Pier-Seventy-Six-Staten-Island-NY)</b> 76 Bay St, Staten Island, NY 10301 Phone: (718) 447-7437 6.1 mi	447-7437 0 0

Featured Businesses

**Hackensack Auto Wreckers Inc (/107440/Hackensack-Auto-Wreckers-Inc-Hackensack-NJ)**

308 2nd St  
Hackensack, NJ 07601



(107440/Hackensack-Auto-Wreckers-Inc-Hackensack-NJ)

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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 SYNC OPERATING CO. II (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: SYNC OPERATING CO. II LLC  
Signed: [Signature] Title: CONTRACTOR  
Print Name: ROBERT JAVENPORG Date: 8/22/13

Subscribed and sworn before me  
this 22 day of August, 2013  
My Commission expires: 2/8/2015  
\_\_\_\_\_  
(Affiant)  
\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)



**LORRYN GUMBLE**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 2/8/2015

\*\*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.

*Copy*

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

**Part I - Vendor Affirmation**

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

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

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
<i>SEE ATTACHMENT</i>	

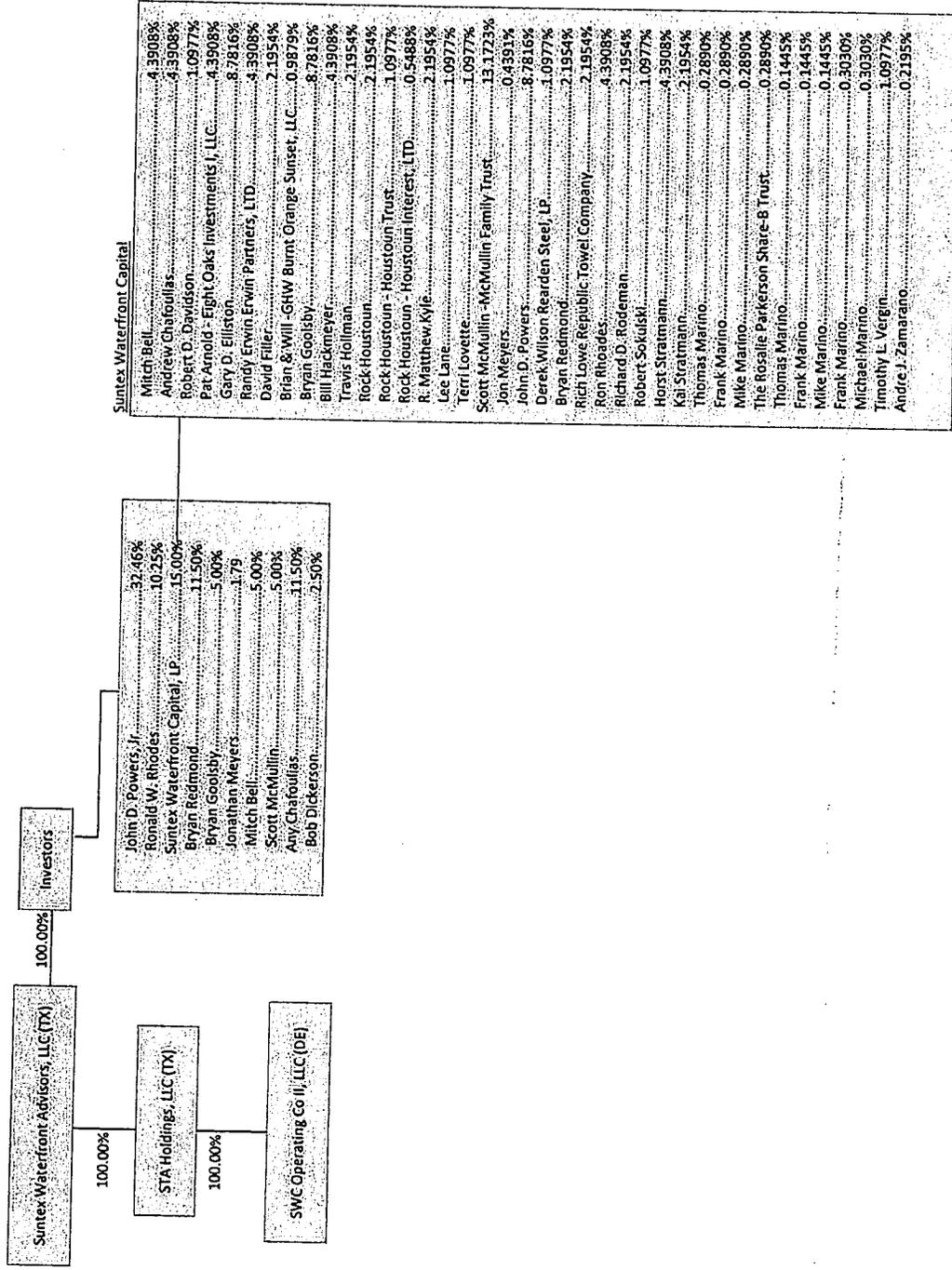
**Part 3 - Signature and Attestation:**

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

Name of Business Entity: SPAC OPERATIONS CO LLC  
Signed: [Signature] Title: CONTRACTOR  
Print Name: ROBERT DAVENPORT Date: 5/29/13

Subscribed and sworn before me this <u>2</u> day of _____	_____ (Affiant)
My Commission expires:	(Print name & title of affiant) (Corporate Seal)

**SWC Operating Co II  
Ownership Chart**



**Suntex Waterfront Capital**

Mitch Bell	4.3908%
Andrew Chafouas	4.3908%
Robert D. Davidson	1.0977%
Pat Arnold - Eight Oaks Investments I, LLC	4.3908%
Gary D. Elliston	8.7816%
Randy Erwin Erwin Partners, LTD	4.3908%
David Filler	2.1954%
Brian & Will - GHW Burnt Orange Sunset, LLC	0.9879%
Bryan Goolsby	8.7816%
Bill Hackmeyer	4.3908%
Travis Holliman	2.1954%
Rock Houston	2.1954%
Rock Houston - Houston Trust	1.0977%
Rock Houston - Houston Interest, LTD	0.5488%
R. Matthew Kyle	2.1954%
Lee Lane	1.0977%
Terri Lovette	1.0977%
Scott McMullin - McMullin Family Trust	13.1723%
Jon Meyers	0.4391%
John D. Powers	8.7816%
Derek Wilson Rearden Steel LP	1.0977%
Bryan Redmond	2.1954%
Rich Lowe Republic Towel Company	2.1954%
Ron Rhoades	4.3908%
Richard D. Rodeman	2.1954%
Robert Sokulski	1.0977%
Horst Stratmann	4.3908%
Kai Stratmann	2.1954%
Thomas Marino	0.2890%
Frank Marino	0.2890%
Mike Marino	0.2890%
The Rosalie Parkerson Share-B Trust	0.2890%
Thomas Marino	0.1445%
Frank Marino	0.1445%
Mike Marino	0.1445%
Frank Marino	0.1445%
Michael Marino	0.3030%
Timothy L. Vergin	1.0977%
Andre J. Zamarano	0.2195%

John D. Powers, Jr.	32.46%
Ronald W. Rhodes	10.25%
Suntex Waterfront Capital LP	15.00%
Bryan Redmond	11.50%
Bryan Goolsby	5.00%
Jonathan Meyers	1.79%
Mitch Bell	5.00%
Scott McMullin	5.00%
Andy Chafouas	11.50%
Bob Dickerson	2.50%





# 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/lfmmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfmmenu.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.**

**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)*

(Revised April 2013)

## 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

(Revised April 2013)

## 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.

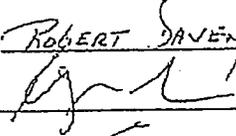
(Revised April 2013)

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): ROBERT SAVENDOAT CONTROLLER

Representative's Signature: 

Name of Company: SVC OPERATING CO II, LLC dba Liberty Landing Marina

Tel. No.: 201-985-8000 Date: 5/20/13

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

The contractor and the OWNER of SWC (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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: J. Robert A. Draven Port  
Representative's Signature: [Signature]  
Name of Company: SWC OPERATING II LLC  
Tel No.: 201-995-8000 Date: 6/14/13

# Sample Employee Information Report Form AA302

Form AA302  
Rev. 1/11

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 SIGNED FLE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUMMIT EEO REPORT FOR SECTION II, ITEM 11. For instructions on completing the form, see the instructions on the back of this form.

### SECTION A - COMPANY IDENTIFICATION

1. IND. NO. OR SOCIAL SECURITY: 82      2. TYPE OF BUSINESS:  1. SERVICE  2. RETAIL  3. OTHER       3. TOTAL NO. EMPLOYEES IN THIS COUNTY: 38

4. COMPANY NAME: SHE OPERATING CO. II, LLC dba LIBERTY LANDING MARINA

5. OFFICE: PO Audrey Zapp Dr CITY: Jersey City COUNTY: NY STATE: NY ZIP CODE: 07305

6. NAME OF PAYMENT OR SUPPLIERS COMPANY WITH WHOM CONTRACT MADE: SINTER DATER FRONT MFG. CITY: DALLAS STATE: TX ZIP CODE: 75252

7. CHECK ONE:  IS THIS AN ESTABLISHED BUSINESS?  IS THIS A NEW BUSINESS?

8. IS THIS BUSINESS SUBJECT TO FEDERAL, STATE, OR LOCAL CONTRACT AWARDS?  YES  NO

9. TO WHOM IS THIS CONTRACT AWARDED? LIBERTY LANDING MARINA CITY: Jersey City COUNTY: NY STATE: NY ZIP CODE: 07305

10. IS THIS BUSINESS SUBJECT TO FEDERAL, STATE, OR LOCAL CONTRACT AWARDS?  YES  NO

### SECTION II - EMPLOYMENT DATA

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

| JOB CATEGORIES                                | ALL EMPLOYEES                                                                              |             |               | PERMANENT, TEMPORARY, NON-MINORITY EMPLOYEE BREAKDOWN |          |        |       |          |       |          |        |       |          |
|-----------------------------------------------|--------------------------------------------------------------------------------------------|-------------|---------------|-------------------------------------------------------|----------|--------|-------|----------|-------|----------|--------|-------|----------|
|                                               | COL. 1 TOTAL (COL. 2 + 3)                                                                  | COL. 2 MALE | COL. 3 FEMALE | BLACK                                                 | HISPANIC | INDIAN | ASIAN | NON-MIN. | BLACK | HISPANIC | INDIAN | ASIAN | NON-MIN. |
| Officials/Managers                            | 2                                                                                          | 2           |               | 0                                                     |          |        |       | 2        |       |          |        |       |          |
| Professionals                                 |                                                                                            |             |               |                                                       |          |        |       |          |       |          |        |       |          |
| Technicians                                   | 9                                                                                          | 8           | 1             |                                                       | 1        |        |       | 8        |       |          |        |       | 1        |
| Sales Workers                                 |                                                                                            |             |               |                                                       |          |        |       |          |       |          |        |       |          |
| Office & Clerical                             | 6                                                                                          |             | 3             |                                                       |          |        |       |          | 1     |          |        |       | 2        |
| Craftworkers (Skilled)                        |                                                                                            |             |               |                                                       |          |        |       |          |       |          |        |       |          |
| Operatives (Semi-Skilled)                     | 10                                                                                         | 10          |               | 2                                                     | 5        |        |       | 3        |       |          |        |       |          |
| Laborers (Unskilled)                          | 10                                                                                         | 10          |               | 8                                                     |          |        |       | 2        | 2     |          |        |       |          |
| Service Workers                               |                                                                                            |             |               |                                                       |          |        |       |          |       |          |        |       |          |
| TOTAL                                         |                                                                                            |             |               |                                                       |          |        |       |          |       |          |        |       |          |
| Total employees 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 ON ASTO OBTAINED?  1. Visual Survey  2. Employer Interview  3. Other (Specify):

13. DATES OF PAYROLL PERIOD (MM/DD) FROM: 4/16/13 TO: 4/30/13

14. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED?  YES  NO

15. IF NO, DATE LAST REPORT SUBMITTED: NO / DAY / YEAR

### SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON CONTACTING POINT (Last, First, Middle): R. DAVENPORT TITLE: Contractor DATE: 05/20/13

17. ADDRESS (NO. & STREET): PO Audrey Zapp Dr CITY: Jersey City COUNTY: NY STATE: NY ZIP CODE: 07305 PHONE (AREA CODE) NO. EXTENSION: 201-985-3820

\*\*\*\*\* 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)

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM 4/30/13 TO 4/30/13  
 NAME OF FACILITY: SNC OPERATING Co. II, LLC  
aka Liberty Landing Marina

Street 80 Akeley Loop Dr. Jersey City NJ Zip Code 07305  
 City Jersey City State \_\_\_\_\_

| JOB CATEGORIES       | MAJORITY |       |          |            |       | FEMALE   |       |       |          |            |       |          |  |  |  |
|----------------------|----------|-------|----------|------------|-------|----------|-------|-------|----------|------------|-------|----------|--|--|--|
|                      | Total    | Black | Hispanic | AM. Indian | Asian | Non-Min. | Total | Black | Hispanic | AM. Indian | Asian | Non-Min. |  |  |  |
| OFFICIALS & MANAGERS |          |       |          |            |       |          |       |       |          |            |       |          |  |  |  |
| PROFESSIONALS        |          |       |          |            |       |          |       |       |          |            |       |          |  |  |  |
| TECHNICIANS          |          |       |          |            |       |          |       |       |          |            |       |          |  |  |  |
| SALES WORKERS        |          |       |          |            |       |          |       |       |          |            |       |          |  |  |  |
| OFFICE & CLERICAL    |          |       |          |            |       |          |       |       |          |            |       |          |  |  |  |
| CRAFTWORKERS         |          |       |          |            |       |          |       |       |          |            |       |          |  |  |  |
| OPERATIVES           |          |       |          |            |       |          |       |       |          |            |       |          |  |  |  |
| LABORERS             |          |       |          |            |       |          |       |       |          |            |       |          |  |  |  |
| SERVICE WORKERS      |          |       |          |            |       |          |       |       |          |            |       |          |  |  |  |
| TOTAL                |          |       |          |            |       |          |       |       |          |            |       |          |  |  |  |

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type): \_\_\_\_\_ SIGNATURE [Signature] DATE SUBMITTED \_\_\_\_\_  
 LAST FIRST MI  
 ADDRESS (NO. & STREET) \_\_\_\_\_ (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP) \_\_\_\_\_ PHONE (AREA CODE, NO., EXTENSION) \_\_\_\_\_

\*\*\*\*\*

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 : SWC OPERATING CO  
Address : 80 AUDREY LAMB DRIVE, JC NJ 07305  
Telephone No. : 201-985-8000  
Contact Name : ROBERT DAVENPORT

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.

CERT-1

11/29/10

Taxpayer Identification# 273-934-182/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |                                                                                                                                    | DEPARTMENT OF TREASURY<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, N.J. 08646-0252 |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| TAXPAYER NAME:<br>SWC OPERATING CO. II, LLC              | TRADE NAME:                                                                                                                        |                                                                                         |
| ADDRESS:<br>17330 PRESTON RD STE 111D<br>DALLAS TX 75252 | SEQUENCE NUMBER:<br>1603066                                                                                                        |                                                                                         |
| EFFECTIVE DATE:<br>11/26/10                              | ISSUANCE DATE:<br>11/29/10                                                                                                         |                                                                                         |
|                                                          | <br>Director<br>New Jersey Division of Revenue |                                                                                         |

(04-08), D205846V

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

City Clerk File No. Res. 13.637

Agenda No. 10.Z.2

Approved: SEP 11 2013

TITLE:



**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JULY 16, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Resolution No. 10-464, approved on April 14, 2010, awarded one-year contract in the total amount of \$48,600.00 to Chuk's Professional Cleaning for janitorial services at the public safety communication building for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms, with the renewal contract prices being the preceding year's contract prices as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of February 2011 to February 2012; and

**WHEREAS**, Resolution No. 11-492, approved on July 20, 2011, exercised the first option to renew the contract for the total amount of \$49,572.00; and

**WHEREAS**, although there is a second option remaining to renew for an additional year, the City revised the Living Wage Ordinance in July 2012 and desires to rebid the contract based on the revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 12-562, approved on July 18, 2012, authorized an extension of the contract while the City revises the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 13-140, approved on February 27, 2013, authorized a second extension of the contract while the City revises the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, it is necessary to extend the janitorial services contract on a month to month basis not to exceed six (6) months effective as of July 16, 2013 while the City continues to revise the bid specifications; and

**WHEREAS**, the total cost of the contract extension is **thirty five thousand dollars and zero cents (\$35,000.00); and**

**WHEREAS**, funds in the amount of \$35,000.00 are available in the **Division of Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-314.**

**WHEREAS**, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JULY 16, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**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 extend the contract with Chuk's Professional Cleaning for janitorial services at the public safety communication building for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The extension is on a month to month basis not to exceed six (6) months effective as of July 16, 2013, and the total cost of the contract shall not exceed **\$35,000.00**;
- 3) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in the **Division of Buildings and Street Operating Account No. 13-01-201-26-291-314** for payment of the above resolution.

**PO # 111034**

MR/sb  
September 4, 2013

APPROVED: [Signature] <sup>9/4/13</sup> APPROVED AS TO LEGAL FORM  
 Michael Razzoli, Director, Department of Public Works

APPROVED: [Signature] <sup>Fuc</sup> Business Administrator      [Signature] Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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

3

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 AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JULY 16, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

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

Michael Razzoli, Director of the Department of Public Works for the Division of Buildings and Street Maintenance.

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

Janitorial services at the Bishop Street location.

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

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JULY 16, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

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

Janitorial services at the Bishop Street location.

**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 extension is thirty five thousand and zero cents (\$35,000.00).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

December 31, 2013

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

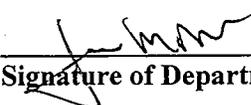
John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Buildings and Street Maintenance.

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

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

  
Signature of Department Director

9/28/13  
Date:

CERTIFICATION OF MICHAEL E. RAZZOLI

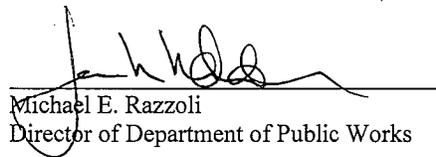
I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JULY 16, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**
3. The total funds requested for this contract extension is \$35,000.00.
4. The funds are available in Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-314.
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: \_\_\_\_\_

9/14/13

For:

  
\_\_\_\_\_  
Michael E. Razzoli  
Director of Department of Public Works

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affection 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, affection or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:531 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:275.2, or Good faith efforts to meet targeted employment goals determined by the Division, pursuant to N.J.A.C. 17:275.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affection or sexual

**EXHIBIT A (Cont)**

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

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

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

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

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

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

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

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

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

Representative's Name/Title (Print): Zella Bunay - Adm. Assistant  
 Representative's Signature: Zella Bunay  
 Name of Company: Chuk's Professional Cleaning, Inc.  
 Tel. No.: 973-759-0014 Date: 7/12/13

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08846-0252

TAXPAYER NAME:

CHUKS PROFESSIONAL CLEANING INC

TRADE NAME:

ADDRESS:

8 DAVIDSON ST  
BELLEVILLE NJ 07109

SEQUENCE NUMBER:

1219891

EFFECTIVE DATE:

06/18/03

ISSUANCE DATE:

03/20/06

*John E. Tully*  
Director

FORM-BRC(08-01)

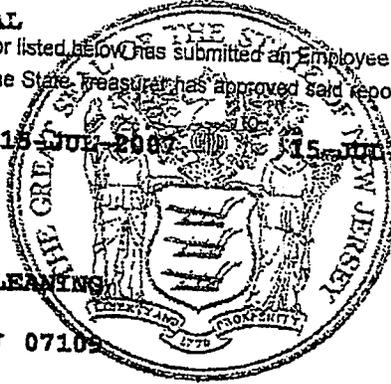
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 6030  
**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 JUL 2007~~ ~~15 JUL 2014~~



**CHUKS PROFESSIONAL CLEANING**  
**8 DAVIDSON STREET**  
**BELLEVILLE NJ 07109**



*Bradley Adelman*

State Treasurer

**STATE OF NEW JERSEY**

Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aas302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aas302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                                       |                                                                                                                                                                                                                     |                 |                               |                                                        |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------|--------------------------------------------------------|--|
| 1. FID. NO. OR SOCIAL SECURITY                                                                                                                        | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER |                 |                               | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br><br>34 |  |
| 4. COMPANY NAME<br>Chuk's Professional Cleaning, Inc.                                                                                                 |                                                                                                                                                                                                                     |                 |                               |                                                        |  |
| 5. STREET<br>109 Washington Ave.                                                                                                                      | CITY<br>Belleville                                                                                                                                                                                                  | COUNTY<br>Essex | STATE<br>NJ                   | ZIP CODE<br>07109                                      |  |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)<br>NONE                                                                                |                                                                                                                                                                                                                     |                 |                               |                                                        |  |
| 7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |                                                                                                                                                                                                                     |                 |                               |                                                        |  |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ                                                                           |                                                                                                                                                                                                                     |                 |                               |                                                        |  |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT                                                                     |                                                                                                                                                                                                                     |                 |                               |                                                        |  |
| 10. PUBLIC AGENCY AWARDED CONTRACT<br>City of Jersey City<br>Jersey City Hudson NJ 07305                                                              |                                                                                                                                                                                                                     |                 |                               |                                                        |  |
| Official Use Only                                                                                                                                     | DATE RECEIVED                                                                                                                                                                                                       | INAUG. DATE     | ASSIGNED CERTIFICATION NUMBER |                                                        |  |

**SECTION B - EMPLOYMENT DATA**

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

| JOB CATEGORIES                                 | ALL EMPLOYEES                                                                             |                |                  | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN |          |                 |          |             |                    |          |                 |       |             |  |
|------------------------------------------------|-------------------------------------------------------------------------------------------|----------------|------------------|----------------------------------------------------|----------|-----------------|----------|-------------|--------------------|----------|-----------------|-------|-------------|--|
|                                                | COL. 1<br>TOTAL<br>(Cols. 2 & 3)                                                          | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALE *****                                   |          |                 |          |             | ***** FEMALE ***** |          |                 |       |             |  |
|                                                |                                                                                           |                |                  | BLACK                                              | HISPANIC | AMER.<br>INDIAN | ASIAN    | NON<br>MIN. | BLACK              | HISPANIC | AMER.<br>INDIAN | ASIAN | NON<br>MIN. |  |
| Officials/ Managers                            | 2                                                                                         | 2              |                  | 2                                                  |          |                 |          |             |                    |          |                 |       |             |  |
| Professionals                                  |                                                                                           |                |                  |                                                    |          |                 |          |             |                    |          |                 |       |             |  |
| Technicians                                    |                                                                                           |                |                  |                                                    |          |                 |          |             |                    |          |                 |       |             |  |
| Sales Workers                                  |                                                                                           |                |                  |                                                    |          |                 |          |             |                    |          |                 |       |             |  |
| Office & Clerical                              | 2                                                                                         |                | 2                |                                                    |          |                 |          |             |                    | 1        | 1               |       |             |  |
| Craftworkers (Skilled)                         |                                                                                           |                |                  |                                                    |          |                 |          |             |                    |          |                 |       |             |  |
| Operatives (Semi-skilled)                      |                                                                                           |                |                  |                                                    |          |                 |          |             |                    |          |                 |       |             |  |
| Laborers (Unskilled)                           |                                                                                           |                |                  |                                                    |          |                 |          |             |                    |          |                 |       |             |  |
| Service Workers                                | 30                                                                                        | 14             | 15               | 10                                                 | 1        |                 | 4        |             |                    | 6        | 9               |       |             |  |
| <b>TOTAL</b>                                   | <b>34</b>                                                                                 | <b>16</b>      | <b>17</b>        | <b>12</b>                                          | <b>1</b> |                 | <b>4</b> |             |                    | <b>7</b> | <b>10</b>       |       |             |  |
| Total employment From previous Report (if any) | 32                                                                                        | 14             | 18               | 8                                                  | 5        |                 |          |             | 1                  | 5        | 13              |       |             |  |
| 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<br><input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted?<br><br>1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED<br>MO. DAY YEAR<br>03 21 2013 |
| 13. DATES OF PAYROLL PERIOD USED<br>From: 6/30/13 To: 7/13/13                                                                                                                                                              |                                                                                                                                               |                                                                     |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                                   |                    |                                   |                                   |                   |                                                       |
|-------------------------------------------------------------------|--------------------|-----------------------------------|-----------------------------------|-------------------|-------------------------------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br>Zoila Bunay | SIGNATURE<br>      | TITLE<br>Administrative Assistant | DATE<br>MO DAY YEAR<br>07 13 2013 |                   |                                                       |
| 17. ADDRESS NO. & STREET<br>109 Washington Ave.                   | CITY<br>Belleville | COUNTY<br>Essex                   | STATE<br>NJ                       | ZIP CODE<br>07109 | PHONE (AREA CODE, NO., EXTENSION)<br>973 - 759 - 0014 |

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

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

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

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

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

Representative's Name/Title Print): Zoila Buraq - Administrative Assistant  
Representative's Signature: Zoila Buraq  
Name of Company: Chick's Professional Cleaning, Inc.  
Tel. No. (973) 759-0014 Date: 7/12/13



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

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

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

Business Name : CHUK'S Professional Cleaning, Inc.

Address 109 Washington Ave, Belleville, NJ 07109

Telephone No. : 973-759-0014

Contact Name : Livinus Mbamara

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.

**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 CHUK'S Professional Cleaning, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 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 CHUK'S Professional Cleaning, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: CHUK'S Professional Cleaning, Inc.

Signed: [Signature] Title: President

Print Name: Livinus Mbanama Date: 4/9/13

Subscribed and sworn before me this 9 day of APRIL, 2013.

My Commission expires: 09-06-2017  
[Signature] (Affiant)  
Livinus Mbanama President  
(Print name & title of affiant) (Corporate Seal)

**WILLIAM BARRETTA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 9/6/2017**  
William Barretta  
APRIL 9 2013

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

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

Part I – Vendor Affirmation

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

|                                         |                                   |
|-----------------------------------------|-----------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund             |
| Friends of Viola S. Richardson          | The Election Fund of Steven Fulop |
| Lavarro for Council                     | Councilwoman Diane Coleman        |
| Friends of Michael Sottolano            |                                   |
| EFO David P. Donnelly J.C. Council 2010 | 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 |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

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: CHUCK'S PROFESSIONAL CLEANING, Inc.  
 Signed: [Signature] Title: President  
 Print Name: Livinus Mbowara Date: 4/9/13

Subscribed and sworn before me this 9 day of APRIL, 2013.  
 My Commission expires: 07-06-2017  
[Signature]  
 (Affiant) Livinus Mbowara President  
 (Print name & title of affiant) (Corporate Seal)

**WILLIAM BARRETTA**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 9/6/2017  
*William Barretta*







# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

## APPROVED

*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **CHUKS PROFESSIONAL CLEANING INC** as a Category 2 & 4 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: [www.njportal.com/DOR/SBERegistry/](http://www.njportal.com/DOR/SBERegistry/).



Andrew Pantelides  
Assistant Director

Issued: January 4, 2013  
Certification Number: 62051-21

Expiration: January 3, 2016



## State of New Jersey

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

### CERTIFIED

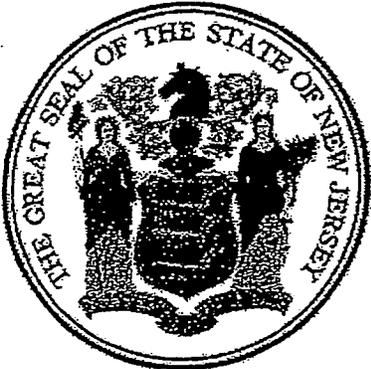
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges CHUKS PROFESSIONAL CLEANING INC is a MBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



Andrew Pantelides  
Assistant Director

Issued: December 28, 2012  
Certificate Number: 62027-21

Expiration: December 27, 2015

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING

CHUKS PROFESSIONAL CLEANING, INC.  
0100907113

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Profit Corporation was registered by this office on June 18, 2003.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

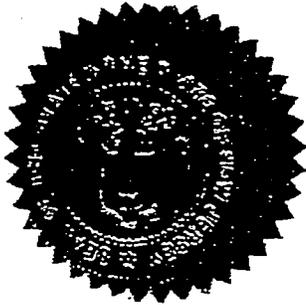
*I further certify that the registered agent and registered office are:*

Jude O Nkama Esq  
76 Union Avenue  
Suite C 1  
Irvington, NJ 07111 0000

*Continued on next page . . .*

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING

CHUKS PROFESSIONAL CLEANING, INC.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
11th day of March, 2006

*Bradley Abeloto*

Bradley I. Abeloto  
Acting State Treasurer

Certificate Number  
663069

Registration Date: 04/28/2012  
Expiration Date: 04/27/2014



# State of New Jersey

Department of Labor and Workforce Development  
Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):  
Livinus Mbamara, Owner

Chuk's Professional Training, Inc.  
**2012**

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

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



# CERTIFICATE OF LIABILITY INSURANCE

CHUKS-2 OP ID: DS

DATE (MM/DD/YYYY)

10/18/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Dale Group, Inc.<br>PO Box 6<br>Florham Park, NJ 07932<br>Dale Group                      | 973-377-7000 | <b>CONTACT NAME:</b> Danielle Spann<br><b>PHONE (A/C, No, Ext):</b> 973-377-7000<br><b>E-MAIL ADDRESS:</b> danielles@dalegroup.com                                                                                                                                                                                                                                                                                                                                                | <b>FAX (A/C, No):</b> 973-377-4614 |                               |        |                                  |       |                                       |       |                                        |       |            |  |            |  |            |
|--------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------|--------|----------------------------------|-------|---------------------------------------|-------|----------------------------------------|-------|------------|--|------------|--|------------|
|                                                                                                              | 973-377-4614 | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Guard Insurance Group</td> <td>31470</td> </tr> <tr> <td>INSURER B: Peerless Insurance Company</td> <td>24198</td> </tr> <tr> <td>INSURER C: Excelsior Insurance Company</td> <td>11045</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> |                                    | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Guard Insurance Group | 31470 | INSURER B: Peerless Insurance Company | 24198 | INSURER C: Excelsior Insurance Company | 11045 | INSURER D: |  | INSURER E: |  | INSURER F: |
| INSURER(S) AFFORDING COVERAGE                                                                                | NAIC #       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                               |        |                                  |       |                                       |       |                                        |       |            |  |            |  |            |
| INSURER A: Guard Insurance Group                                                                             | 31470        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                               |        |                                  |       |                                       |       |                                        |       |            |  |            |  |            |
| INSURER B: Peerless Insurance Company                                                                        | 24198        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                               |        |                                  |       |                                       |       |                                        |       |            |  |            |  |            |
| INSURER C: Excelsior Insurance Company                                                                       | 11045        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                               |        |                                  |       |                                       |       |                                        |       |            |  |            |  |            |
| INSURER D:                                                                                                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                               |        |                                  |       |                                       |       |                                        |       |            |  |            |  |            |
| INSURER E:                                                                                                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                               |        |                                  |       |                                       |       |                                        |       |            |  |            |  |            |
| INSURER F:                                                                                                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                               |        |                                  |       |                                       |       |                                        |       |            |  |            |  |            |
| <b>INSURED</b><br>Chuk's Professional Cleaning<br>Office #4<br>109 Washington Avenue<br>Belleville, NJ 07109 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                               |        |                                  |       |                                       |       |                                        |       |            |  |            |  |            |

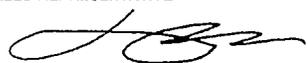
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                      | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |                    | CBP4405072    | 10/13/12                | 10/13/13                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                                                                                                   |                    |               |                         |                         |                                                                                                                                                                                                                                           |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                           |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10000 |                    | CU8804498     | 10/13/12                | 10/13/13                | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000                                                                                                                                                                                    |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                 |                    |               |                         |                         |                                                                                                                                                                                                                                           |
| A        | <input type="checkbox"/> Y/N <input type="checkbox"/> N/A                                                                                                                                                                              |                    | CHWC351304    | 03/19/12                | 03/19/13                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                          |
| B        | Property Section                                                                                                                                                                                                                       |                    | CBP4405072    | 10/13/12                | 10/13/13                |                                                                                                                                                                                                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

|                                           |                                                                                                                                                                |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROOF OF</b><br><br>Proof of Insurance | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                           | AUTHORIZED REPRESENTATIVE<br><br>                                          |

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# CHUK'S PROFESSIONAL CLEANING INC.

Carpet & Upholstery Cleaning - Floor Waxing & Buffing

State of the Art Equipment/Professional Technicians

109 Washington Ave., Side Office #4, Belleville, NJ 07109

Tel (973) 759-0014 Toll FREE 1 866-644-0012 Fax (973) 759-0088



## Management Plan

### **Mission Statement:**

To provide the most satisfactory service at the most competitive price.

### **Statement of Quality:**

Chuk's Professional Cleaning, Inc. guarantees to provide 100% satisfaction. Our trained staff will customize a cleaning service program to suit your individual needs. In addition to our professional staff, you will have a cost efficient program with a superior cleaning service.

### **Green Stewardship:**

We are committed to the ideals and practices of environmental responsibility by using products and services "that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Please see attached with our proposal a list of MSDS for the chemicals that we use in many of our contracts. Listed below are specific examples of how are chemicals are used and implemented:

- in using mops, rags, and other cleaning instruments, we reduce environmental waste by recycling these and similar products by washing and reusing them until they outlast their durability;
- we promote sound and effective environmental practices and awareness of chemical use amongst our employees;
- we try to choose products that have dual purposes to cut down on multiple chemical use;
- one of the highly requested chemicals used on our contracts is CS-7 all purpose cleaner, and is used for various jobs such as cleaning floors and walls;
- we also use chemical products that are biodegradable;
- further, we seek to implement this policy through a comprehensive plan by monitoring and analyzing our performance.

## **Professional Cleaning:**

Chuk's Professional Cleaning, as an insured and bonded company is a reliable cleaning service serving the New Jersey area. We are a leading cleaning service with an outstanding reputation for quality and have provided high quality janitorial and office cleaning to businesses of all sizes (resume and references accompany proposal). Property management, financial managers and building owners in commercial, residential and industrial markets trust us for their most demanding cleaning and janitorial jobs. By choosing us you can be reassured that your facility will be impeccably maintained and will reflect the image you want to project.

## **Our Services:**

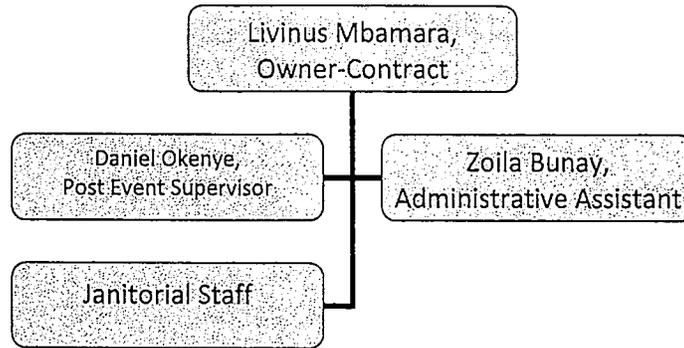
We are located in New Jersey and are readily available at our clients' request for office and residential cleaning: floor cleaning, carpet shampooing and other services to all of the New Jersey area. Our specialties are general office cleaning, floor stripping, waxing, and buffing, carpet shampooing, window cleaning, post-construction cleaning service, and all other cleaning services. Our customers trust us with their facility because we maintain a high standard of service and care. We help our clients customize their needs and budget accordingly for customized services. Our ability to provide service to our customers' complete satisfaction makes us the office cleaning company of choice.

## **Management:**

Chuk's Professional Cleaning, Inc. has several city wide contracts in New Jersey as well as state agency contracts and has consistently kept every contract since our start in this profession. We employ over 29 responsible individuals who are dedicated to learning and expanding their knowledge about the industry. Additionally, at Chuk's Professional Cleaning, Inc., all of our managers and supervisors are employees that have a minimum of 7 years of experience in their field.

These individuals have held these same upper management positions in a variety of contracts the company has been awarded. They continuously demonstrate their skills with their everyday job performance. Also, these managers and supervisors have not only provided the company with their previous experience in the cleaning business, but have improved upon their managerial skills with the guidance of the company's president.

Below please find a list of names of our key employees in managerial positions:



At Chuk's we certify that every job, regardless of how big or small, is our number one priority. We pay special attention to ensuring all floors that need stripping and waxing, and carpets that need shampooing are taken care of immediately. We state this in our bid proposal and pride ourselves in keeping our word. In the event that this contract is awarded to our company, we will ensure that all facilities under contract are maintained at all times with the same care and dedication as we do with every other facility that we currently service.

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

City Clerk File No. Res. 13-140

Agenda No. 10.Z.8

Approved: FEB 27 2013

TITLE:



**RESOLUTION AUTHORIZING AN EXTENSION WITH CHUK'S PROFESSIONAL CLEANING INC., FOR PROVIDING JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JANUARY 16, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, Resolution No. 10-464, approved on April 14, 2010, awarded one-year contract in the total amount of \$48,600.00 to Chuk's Professional Cleaning for janitorial services at the public safety communication building for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms, with the renewal contract prices being the preceding year's contract prices as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of February 2011 to February 2012; and

WHEREAS, Resolution No. 11-492, approved on July 20, 2011, exercised the first option to renew the contract for the total amount of \$49,572.00; and

WHEREAS, although there is a second option remaining to renew for an additional year, the City Council desires to revise the Living Wage Ordinance and rebid the contract based on the revised Living Wage Ordinance which was introduced on the June 27, 2012 Council meeting; and

WHEREAS, a Revised Living Wage Ordinance 12-090 was adopted by the City on July 18, 2012; and

WHEREAS, Resolution No. 12-562, approved on July 18, 2012, authorized an extension of the contract while the City revises the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, it is necessary to extend the janitorial services for six (6) months on a month to month basis effective January 16, 2013 while the City continues to revise the bid specifications; and

WHEREAS, the total cost of the contract extension is twenty five thousand dollars and zero cents (\$25,000.00); and

WHEREAS, funds in the amount of \$15,000.00 are available in Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-314.

WHEREAS, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING AN EXTENSION WITH CHUK'S PROFESSIONAL CLEANING INC., FOR PROVIDING JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JANUARY 16, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

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 extend the contract with Chuk's Professional Cleaning for janitorial services at the public safety communication building for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The extension is on a month to month basis not to exceed six months effective as of January 15, 2013, and the total cost of the contract shall not exceed \$25,000.00;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year permanent budget; and

4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Operating Account No. 13-01-201-26-291-314 for payment of the above resolution.

PO # 109007

RWH/sb  
 January 29, 2013

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 |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 2.27.13       |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

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

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.638

Agenda No. 10.Z.3

Approved: SEP 11 2013

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TEC-CON CONTRACTORS INC., FOR THE VAN WAGENEN/APPLE TREE HOUSE - PHASE III SITE IMPROVEMENTS PROJECT NO. 2010-029, FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF ARCHITECTURE**

**COUNCIL**

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

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **The Van Wagenen/Apple Tree House - Phase III Site Improvements, Project No. 2010-029** for the Department of Public Works/Division of Architecture, pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, the lowest responsible bid being that from **Tec-Con Contractors Inc., 9 Dodd Street, East Orange, NJ 07017**, in the total bid amount of **Six Hundred Forty Thousand, Three Hundred (\$640,300.00) 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 **Six Hundred Forty Thousand, Three Hundred (\$640,300.00) Dollars**, is available in the 2013 permanent budget; and

WHEREAS, the funds for this purchase are available in **Grant Acct # 02-213-41-175-314, Grant Acct # 02-213-40-806-314 and General Capital Account # 04-215-55-838-990**; and

| Dept. of Public Works/Div of Architecture |        |                          |                     |
|-------------------------------------------|--------|--------------------------|---------------------|
| Acct. No.                                 | P.O. # | Funding Source           | Amount              |
| 02-213-41-175-314                         | 111022 | Grant Acct               | \$600,000.00        |
| 02-213-40-806-314                         | 111023 | Grant Acct               | <u>\$40,300.00</u>  |
|                                           |        | <b>Total Bid Amount</b>  | <b>\$640,300.00</b> |
| 02-213-40-816-314                         | 111024 | Grant Acct Contingency   | \$59,700.00         |
| 04-215-55-838-990                         | 111021 | Capital Acct Contingency | <u>\$4,330.00</u>   |
|                                           |        | <b>TOTAL ENCUMBRANCE</b> | <b>\$704,330.00</b> |

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

WHEREAS, if funds are not available for the contract in the 2013 permanent budgets, the contract will be terminated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Tec-Con Contractors Inc.**, be accepted and that a contract be awarded to said company in the above amount and the Purchasing Director is directed to have such a contract drawn up and executed; and be it further

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TEC-CON CONTRACTORS INC., FOR THE VAN WAGENEN/APPLE TREE HOUSE - PHASE III SITE IMPROVEMENTS PROJECT NO. 2010-029, FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF ARCHITECTURE**

**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-ET, seq; and be it further

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

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

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

| Dept. of Public Works/Div of Architecture |        |                          |                     |
|-------------------------------------------|--------|--------------------------|---------------------|
| Acct. No.                                 | P.O. # | Funding Source           | Amount              |
| 02-213-41-175-314                         | 111022 | Grant Acct               | \$600,000.00        |
| 02-213-40-806-314                         | 111023 | Grant Acct               | \$40,300.00         |
|                                           |        | <b>Total Bid Amount</b>  | <b>\$640,300.00</b> |
| 02-213-40-816-314                         | 111024 | Grant Acct Contingency   | \$59,700.00         |
| 04-215-55-838-990                         | 111021 | Capital Acct Contingency | \$4,330.00          |
|                                           |        | <b>TOTAL ENCUMBRANCE</b> | <b>\$704,330.00</b> |

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

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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.

\_\_\_\_\_  
President of Council

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

637

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TEC-CON CONTRACTORS INC., FOR THE VAN WAGENEN/APPLE TREE HOUSE - PHASE III SITE IMPROVEMENTS PROJECT NO. 2010-029, FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF ARCHITECTURE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Michael Razzoli, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Six (6)

**DATE BIDS WERE PUBLICLY RECEIVED:**

June 4, 2013

**NUMBERS OF BIDS RECEIVED:**

Three (3)

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

Van Wagenen/Apple Three House - Phase III, Project No 2010-029 for Department of Public Works/Division of Architecture.

**BIDDER'S INFORMATION:**

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

|                                                                      | Grand Total Bid Price |
|----------------------------------------------------------------------|-----------------------|
| 1) Tec-Con Contractors Inc<br>9 Dodd Street<br>East Orange, NJ 07017 | \$640,300.00          |
| 2) J.A Alexander, Inc<br>130-158 Jfk Drive<br>Bloomfield, NJ 07003   | \$689,000.00          |
| 3) A Tech Concrete<br>11 Taylor Road<br>Edison, NJ 08817             | \$772,000.00          |

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

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

8/30/13  
Date

Peter Folgado, Director of Purchasing, RPPO,QPA

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : August 21, 2013  
TO : Michael Razzoli, Director, Department of Public Works  
FROM : Brian F. Weller, L.L.A., Director (B)  
SUBJECT : **Apple Tree House – Phase III – Site Improvements**  
Project No. 2010-029

=====

The bid results listed below are from the bid reception held on April 25, 2013 at 11:00 AM at the Division of Purchasing Office for the above-referenced project.

|                      |              |
|----------------------|--------------|
| Tec-Con Contractor   | \$640,300.00 |
| J.A. Alexander, Inc. | \$689,000.00 |
| A Tech Concrete      | \$772,000.00 |

A pre-award meeting was conducted on June 12, 2013 with the lowest bidder to determine that they could accomplish the project and that they did not mis-interpret the project plans and specifications.

The project is funded by the following:

|                                 |                                    |
|---------------------------------|------------------------------------|
| Urban Enterprise Zone (UEZ)     | \$600,000.00                       |
| Hudson County Open Space (HCOS) | \$100,000.00                       |
| 10% Contingency                 | \$64,030.00 (Capital - \$4,330.00) |

Division of Architecture formally requests that we make a recommendation to award this important project for the community.

Thank you.

Attachments:

cc: James M. Madden

sg

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ARCHITECTURE

BRIAN F. WELLER, ASLA, LLA  
DIRECTOR

JERRAMIAH HEALY, MAYOR  
RODNEY HADLEY, DIRECTOR, DPW



June 27, 2013

**APPLE TREE HOUSE - PHASE III SITE IMPROVEMENTS  
PRE-AWARD MEETING MINUTES**

**PROJECT NO.** 2010-029  
**DATE:** June 12, 2013  
**TIME:** 2:00 P.M.  
**LOCATION:** Division of Purchasing  
1 Journal Square

**REPRESENTING THE CITY OF JERSEY CITY:**

|                                |                                                                    |
|--------------------------------|--------------------------------------------------------------------|
| Division of Purchasing         | Peter Folgado, Director<br>Raquel Diaz, Purchasing Assistant       |
| Division of Architecture (JCA) | Brian F. Weller, L.L.A., Director<br>Chris Charas, Project Manager |
| HMR Architects                 | Eric Holtermann, A.I.A.                                            |

**REPRESENTING THE CONTRACTOR:**

|                      |                                          |
|----------------------|------------------------------------------|
| Tec-Con Construction | Silvia Farro, President<br>Tom Gill, Jr. |
|----------------------|------------------------------------------|

**THE FOLLOWING ITEMS WERE DISCUSSED:**

1. The Contractor's bid proposal for this project was lower than the overall bid reception average and about sixty thousand dollars less than the nearest competitive bid. When asked by the Purchasing Director, the Contractor stated that he is comfortable with the numbers of her bid proposal, including the aggressive schedule, and that he will be operating at a profit.

2. The Contractor acknowledged that no substitutions were submitted at the time of bid, so everything specified is to be used and installed.
3. The Contractor has had past working experience with the subcontractors listed in the bid proposal.
4. Site security and the provision of site fencing, as per specifications, are the responsibility of the Contractor for the duration of the project. Contractor stated they were familiar with the temporary facilities section of the specifications.
5. The City stressed the importance of submitting paperwork on a timely fashion to avoid delays on the project. There is a liquidated damage clause in the project specifications for projects not completed on time. This will be discussed in greater detail at the project preconstruction meeting, which will be scheduled some time in February.
6. The points of contact and submittal procedure will be discussed in further detail at the project preconstruction meeting.
7. The Contractor will send the Purchasing Agent a signed letter acknowledging that they can perform the contract work for the bid amount submitted.
8. JCA stated that they would recommend the Contractor for the project however, due to Phase II construction not being complete, resolution for award of the contract will be postponed a few weeks.
9. The project Pre-Construction Meeting will be scheduled, after the resolution has been approved by Council and the Notice to Proceed has been issued by the Division of Purchasing.

THESE MEETING MINUTES REPRESENT THE WRITER'S INTERPRETATION OF THE MEETING'S DISCUSSIONS AND ACTION. SHOULD ANY REPRESENTATIVE FIND CORRECTIONS FOR THESE MEETING MINUTES, HE SHOULD DO SO IN WRITING WITHIN FIVE (5) CALENDAR DAYS UPON RECEIPT.

Respectfully submitted,



Brian F. Weller, L.L.A.  
Director

C: Attendees  
Greg Corrado, Assistant BA - J.C. Department of Administration  
Rodney Hadley, Director, Department of Public Works

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

City Clerk File No. Res. 13.639  
Agenda No. 10.Z.4  
Approved: SEP 11 2013  
TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PAPER MART, INC. FOR FURNISHING AND DELIVERING COPIER PAPER FOR VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF ADMINISTRATIVE SERVICES

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 12-643, approved on August 22 2012, awarded a contract in the amount of \$77,015.25 to Paper Mart, Inc. for copier paper for the City of Jersey City (City), Department of Public Works / Division of Administrative Services; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two(2) additional one-year period with no price increases; and

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

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of August 23, 2013 and ending on August 22, 2014; and

**WHEREAS**, the total cost of the contract renewal is \$77,015.25; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in Unclassified Operating Account No. 13-01-201-31-433-201.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Paper Mart, Inc. for copier paper for the City of Jersey City (City), Department of Public Works / Division of Administrative Services;
- 2) The renewal contract is for twelve (12) months effective as of August 23, 2013, and the total cost of the contract shall not exceed \$77,015.25;
- 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; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PAPER MART, INC. FOR FURNISHING AND DELIVERING COPIER PAPER FOR VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF ADMINISTRATIVE SERVICES**

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Operating Account No. 13-01-201-31-433-201 for payment of the above resolution.

Requisition # 0163246

Purchase Order # 111043

Temp.Encumbrancy \$10,000.00

MR/sb  
September 3, 2013

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

*Michael Rizzoli*  
for Michael Rizzoli, Director, Department of Public Works

APPROVED AS TO LEGAL FORM

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

Business Administrator

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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

639

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

City Clerk File No. Res. 12-643

Agenda No. 10.U

Approved: AUG 22 2012

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PAPERMART, INC. FOR FURNISHING AND DELIVERING COPIER PAPER FOR VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS**

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

WHEREAS, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for Copier Paper for Various Locations for the Department of Public Works pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City received (2) Bids, the lowest bid being that from Paper Mart, Inc., 151 Ridgedale Avenue, East Hanover, NJ 07936 in the total bid amount of Seventy Seven Thousand, Fifteen (\$77,015.25) Dollars and Twenty Five cents; and

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

WHEREAS, the contract is for (1) one year commencing the date of the award of the contract and the City reserves the right to extend the contract for (2) two additional (1) one year term pursuant to specifications and bids thereon; and

WHEREAS, the sum of Seventy Seven Thousand, Fifteen (\$77,015.25) Dollars and Twenty Five cents; will be budgeted for the 2012, 2013, 2014 and 2015 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the funds for this purchase are available in Account # 01-201-31-433-201; and

WHEREAS, the sum of Ten Thousand Dollars(\$10,000.00) is available in the 2012 temporary and permanent budget; and

|                            |                |                   |
|----------------------------|----------------|-------------------|
| Department of Public Works |                |                   |
| Account Number:            | Purchase Order | Temp. Encumbrance |
| 01-201-31-433-201          | 107349         | \$10,000.00       |

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

WHEREAS, if funds are not available for the contract in the 2012, 2013, 2014 and 2015 temporary and permanent budgets, the contract will be terminated.

WHEREAS, the remaining contract funds of Sixty Seven Thousand, Fifteen (67,015.25) Dollars and Twenty Five Cents, will be made available in the 2012 and 2013 temporary and permanent budgets; and

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

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PAPERMART, INC. FOR FURNISHING AND DELIVERING COPIER PAPER FOR VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS**

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

JFA/KW  
8/14/12

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 1:5-31 et. seq. and be it further

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A 40A:4-1 et seq. in account No. 01-201-31-433-201

Department of Public Works

Account Number:  
01-201-31-433-201

Purchase Order  
109349

Temp. Encumbrance  
\$10,000.00

Approved by

Peter Fólgado, Purchasing Director, RPPO, QPA

APPROVED: \_\_\_\_\_  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 8/22/12       |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓      |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓      |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | MASSEY        | ABSENT |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PAPERMART, INC. FOR FURNISHING AND DELIVERING COPIER PAPER FOR VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Nine (9)

**DATE BIDS WERE PUBLICLY RECEIVED:**

June 28, 2012

**NUMBERS OF BIDS RECEIVED:**

Two (2)

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

Furnishing and Delivering Copier Paper for various locations for the Department of Public Works.

**BIDDER'S INFORMATION:**

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

|                                                                     | Grand Total Bid Price |
|---------------------------------------------------------------------|-----------------------|
| 1) Papermart, Inc<br>151 Ridgedale Avenue<br>East Hanover, NJ 07936 | \$77,015.25           |
| 2) W.B Mason, Inc<br>535 Secaucus Road<br>Secaucus, NJ 07094        | \$77,419.25           |

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

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

Date

8/1/12

Peter Folgado, Director of Purchasing, RPPO, QPA

BID FORM

|    | <u>Maximum Quantity</u> |         | <u>Description</u>                                                                                                                                   | <u>Unit Price</u> | <u>Extension</u> |
|----|-------------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|
| 1) | 1500                    | Cartons | Rolland Enviro 100 - 8 1/2 x11<br>Copier Paper 20 lbs. White<br>Or <u>Approved Equal</u> Eagle office                                                | <u>34.51</u>      | <u>51765.00</u>  |
| 2) | 300                     | Cartons | Rolland Enviro 100 - 8 1/2 x14 <sup>multi purpose 100</sup><br>Copier Paper 20 lbs. White<br>Or <u>Approved Equal</u> 4                              | <u>46.92</u>      | <u>14076.00</u>  |
| 3) | 75                      | Cartons | Rolland Enviro 100 - 11x17<br>Copier Paper 20 lbs. White<br>Or <u>Approved Equal</u> 4                                                               | <u>36.89</u>      | <u>2766.75</u>   |
| 4) | 75                      | Cartons | <u>Rolland</u> Rolland Enviro 100 - 8 1/2 x11<br>Copier Cardstock 80 lbs. White<br>Or <u>Approved Equal</u>                                          | <u>46.47</u>      | <u>3485.25</u>   |
| 5) | 25                      | Cartons | <u>Rolland</u> Rolland Enviro 100 - 11x17<br>Copier Cardstock 80 lbs. White<br>Or <u>Approved Equal</u>                                              | <u>49.33</u>      | <u>1233.25</u>   |
| 6) | 100                     | Cartons | Rolland Enviro 100 - 8 1/2 x11 <sup>Eagle office</sup><br>3 Hole Copier Paper 20 lbs. White<br>Or <u>Approved Equal</u> <sup>multi purpose 100</sup> | <u>36.89</u>      | <u>3689.00</u>   |

TOTAL BID AMOUNT \$ 77015.25

Seventy seven thousand fifteen and 25 cents

(Total Bid Amount in Written Words)

6-17-12  
PapaMATT  
Jr.



151 Ridgedale Ave | East Hanover, NJ 07936  
Phone: 800-772-2001 | Fax: 973-428-1598  
www.papermartonline.com

July 16, 2013

Mr. Steve Miller  
Assistant Business Administrator  
City of Jersey City  
575 Route 440, 2<sup>nd</sup> Floor  
Jersey City NJ 07305

Re: Contract, Copier Paper for Various Locations

Dear Mr. Miller:

Per our conversation, we are pleased to offer an extension on the above contract for one (1) year through August 31, 2014.

All prices, terms and conditions will remain the same.

We look forward to receiving your new purchase order.

Thank you for this opportunity.

Very truly yours,  
PAPER MART INC.

Howard Levey  
Office of the President

HL:jt

Jerseycitycontractextension.071613



151 Ridgedale Ave | East Hanover, NJ 07936  
Phone: 800-772-2001 | Fax: 973-428-1598  
www.papermartonline.com

July 24, 2013

Mr. Steve Miller  
City of Jersey City  
Public Works Director's Office, 2<sup>nd</sup> Floor  
575 Route 440  
Jersey City NJ 07305

Dear Mr. Miller:

Please find enclosed completed documents for the extension of the copy paper contract.

Should you need any further information, please do not hesitate to contact me.

We look forward to this ongoing contract.

Very truly yours,  
PAPER MART INC.

  
Jodi Toner  
Executive Assistant

enclosures

See  
Certificate  
attached

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

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

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

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

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

The contractor and the RESIDENT of PAPER MART (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: Howard Levey, OFFICE OF THE RESIDENT  
Representative's Signature: [Signature]  
Name of Company: PAPER MART INC  
Tel. No.: 973-844-2505 Date: 7-19-13

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

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

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

Business Name : PAPER MART INC.  
Address : 151 Ridgeway Ave. E. Newark NJ 07102  
Telephone No. : 973-884-2505  
Contact Name : Haward Levey & Jodi Jones

Please check applicable category :

- |                                                        |                                                                 |
|--------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input checked="" type="checkbox"/> Neither                     |

**Definitions  
Minority Business Enterprise**

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

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

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

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name: PAPER MART FOOD

Address: 151 RIDGEDALE AVE - EAST HANOVER, NJ 07093

Telephone No.: 973-884-2505

Contact Name: Howard Levey or Todd Toner

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICES CONTRACTORS  
DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
PAPER MART, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:  
221-180-905/000

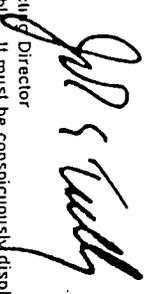
SEQUENCE NUMBER:  
0062240

ADDRESS:  
151 RIDGEDALE AVE  
E HANOVER NJ 07936

ISSUANCE DATE:  
07/28/04

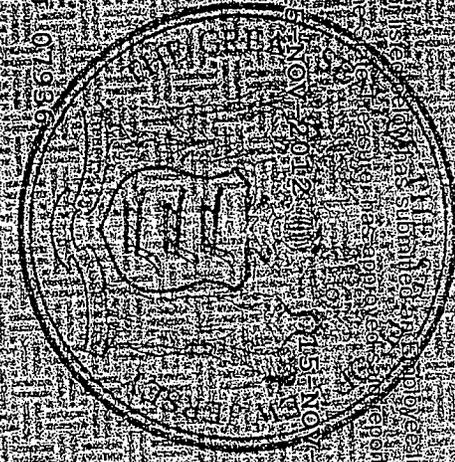
EFFECTIVE DATE:  
09/19/40

FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.  
Acting Director



CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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



NOV 2012 (11)  
NOV 2015 (11)  
This information has been submitted to the State of New Jersey for the purpose of providing information to the State of New Jersey. This information is not to be used for any other purpose. This information will remain confidential.

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

**Part I - Vendor Affirmation**

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

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewski          |
| Team Fulop                            | Councilperson Khemraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavarro for Council                   | Councilperson Michael Yun             |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address     |
|------------------------------|------------------|
| Howard Levey                 | Livingston NJ    |
| Howard Levey                 | Dine Brook NJ    |
| Jonathan Brock               | Flackham Park 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: PAPER MART INC  
 Signed: [Signature] Title: Officer of the President  
 Print Name: Howard Levey Date: 7-19-13

Subscribed and sworn before me this 19 day of July, 2013

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

My Commission expires: **JODI TONER**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires Mar. 11, 2018

**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 PAPER MART INC (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: PAPER MART INC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: PAPER MART INC

Signed [Signature] Title: Officer of the Board

Print Name: Howard Levey Date: 7-19-13

Subscribed and sworn before me  
this 19 day of July, 2013

My Commission expires:  
**JODI TONER**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires Mar. 11, 2018

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

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



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

City Clerk File No. Res. 13.640

Agenda No. 10.Z.5

Approved: SEP 11 2013



TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO RACHLES / MICHELE'S OIL COMPANY TO FURNISH AND DELIVER UNLEADED GASOLINE, DIESEL FUEL AND HEATING OIL TO VARIOUS LOCATIONS PURSUANT TO STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

COUNCIL OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, there exists a need for gasoline, diesel fuel and heating oil to various locations; 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(c) requires City Council authorization for contracts exceeding the public bid threshold of \$36,000.00; and

**WHEREAS**, Rachles / Michele's Oil Company , 116 Kuller Road, Clifton, New Jersey 07074, being in possession of state contract A 81398 ( heating oil) , A 80913 ( gasoline) and A 82769 (diesel) ; and

**WHEREAS**, the City requires gasoline in the amount of one million two hundred thousand (\$1,200,000.00), diesel fuel in the amount of seven hundred thousand (\$700,000.00), and heating oil in the amount of one hundred thousand (\$100,000.00) for a total contract amount of two million dollars (\$2,000,000.00); and

**WHEREAS**, the term of the contract shall be for twelve (12) months effective as of October 1, 2013 and the total cost of the contract shall not exceed **two million dollars (\$2,000,000.00)**; and

**WHEREAS**, funds in the amount of **five hundred thousand dollars (\$500,000.00)** are available in Unclassified Operating Account No. 13-01-201-31-434-208.

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

- 1) A contract is awarded to Rachles / Michele's Oil Company to furnish and deliver gasoline, diesel fuel and heating oil to various locations ;
- 2) The contract term is for twelve (12) months effective as of October 1, 2013, and the maximum amount of the contract shall not exceed **\$2,000,000.00**;
- 3) This contract is awarded pursuant to N.J.S.A. 40A:11-12;
- 4) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year permanent budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year temporary and permanent budget;
- 5) 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 Affairs Law, N.J.S.A. 40A:5-1 et seq;
- 6) This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO RACHLES / MICHELE'S OIL COMPANY TO FURNISH AND DELIVER UNLEADED GASOLINE, DIESEL FUEL AND HEATING OIL TO VARIOUS LOCATIONS PURSUANT TO STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$500,000.00 are available in Unclassified Operating Account No. 13-01-201-31-434-208

| <u>Requisition #</u> | <u>Purchase Order #</u> |
|----------------------|-------------------------|
| 0163243              | 111040 (unleaded gas)   |
| 0163245              | 111041 (heating oil)    |
| 0163244              | 111044 (diesel fuel)    |

MR/sm  
September 5, 2013

APPROVED: Michael Razzoli B.D. APPROVED AS TO LEGAL FORM  
 Michael Razzoli, Director, Department of Public Works  
 APPROVED: \_\_\_\_\_ CORPORATION COUNSEL  
 Business Administrator  
 Certification Required   
 Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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

640

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 RACHLES / MICHELE'S OIL COMPANY TO FURNISH AND DELIVER UNLEADED GASOLINE, DIESEL FUEL AND HEATING OIL TO VARIOUS LOCATIONS PURSUANT TO STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES.**

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

Michael Razzoli, Director of the Department of Public Works for Administrative Services.

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

To provide and deliver unleaded gasoline, diesel fuel, and heating oil to various locations.

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

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO RACHLES / MICHELE'S OIL COMPANY TO FURNISH AND DELIVER UNLEADED GASOLINE, DIESEL FUEL AND HEATING OIL TO VARIOUS LOCATIONS PURSUANT TO STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES.**

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

To provide and deliver unleaded gasoline, diesel fuel, and heating oil to various locations.

**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 two million dollars and zero cents (\$2,000,000.00).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

September 30, 2014.

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

Steve Miller, Confidential Assistant, Administrative Services.

**10. Additional comments:**

Resolution proposed at the recommendation of Steve Miller.

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

\_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA Date:

\_\_\_\_\_  
Signature of Department Director Date 9/5/13

Requisition #  
0163243

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

Assigned PO #  
111040

**Requisition**

**Vendor**  
RACHLES/MICHELE'S OIL CO  
116 KULLER ROAD  
CLIFTON NJ 07011

**Dept. Bill To**  
ADMINISTRATIVE SERVICES  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

**Dept. Ship To**  
ADMINISTRATIVE SERVICES  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

RA452807WO

**Contact Info**  
steve  
0000004904

| Quantity | UOM | Description                                                                                                                                                                                                                                              | Account           | Unit Price | Total |
|----------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|-------|
| 1.00     | SER | ENCUMBRANCY                                                                                                                                                                                                                                              | 01-201-31-434-208 | .00        | .00   |
|          |     | ENCUMBRANCY TO FURNISH AND DELIVER<br>UNLEADED GASOLINE TO VARIOUS LOCATIONS<br>STATE CONTRACT # A80913<br>CONTRACT TERM - 10/1/13 - 9/30/14<br>TOTAL CONTRAXCT AMOUNT - \$1,200,000.00<br>TEMPORARY AMPOUNT - \$400,000.00<br>10/1/13 -12/31/13<br>PPVS |                   |            |       |

Requisition Total .00

Req. Date: 09/03/2013

Requested By: STEVE

Buyer Id:

Approved By: Steve Milken SR  
09/03/13

**This Is Not A Purchase Order**

|                      |
|----------------------|
| <b>Requisition #</b> |
| 0163244              |

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

|                      |
|----------------------|
| <b>Assigned PO #</b> |
| 111044               |

**Requisition**

**Vendor**  
 RACHLES/MICHELE'S OIL CO  
 116 KULLER ROAD  
 CLIFTON NJ 07011  
  
 RA452807WO

**Dept. Bill To**  
 ADMINISTRATIVE SERVICES  
 575 ROUTE 440  
 2ND FLOOR  
 JERSEY CITY NJ 07305.

**Dept. Ship To**  
 ADMINISTRATIVE SERVICES  
 575 ROUTE 440  
 2ND FLOOR  
 JERSEY CITY NJ 07305  
  
**Contact Info**  
 steve  
 0000004904

| Quantity | UOM | Description                                                                                                                                                                                                               | Account           | Unit Price | Total |
|----------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|-------|
| 1.00     | SER | ENCUMBRANCY                                                                                                                                                                                                               | 01-201-31-434-208 | .00        | .00   |
|          |     | FURNISH AND DELIVER DIESEL FUEL<br>TO VARIOUS LOCATIONS<br>STATE CONTRACT # A82769<br>CONTRACT TERM - 10/1/13 - 9/30/14<br>CONTRACT AMOUNT - \$700,000.00<br>TEMPORARY AMOUNT- \$200,000.00<br>10/1/13 - 12/31/13<br>PPVS |                   |            |       |

Requisition Total .00

Req. Date: 09/03/2013

Requested By: STEVE

Buyer Id:

Approved By: Steve Miller *[Signature]*

**This Is Not A Purchase Order**

Requisition #  
0163245

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

Assigned PO #  
111041

**Requisition**

**Vendor**  
RACHLES/MICHELE'S OIL CO  
116 KULLER ROAD  
CLIFTON NJ 07011  
  
RA452807WO

**Dept. Bill To**  
ADMINISTRATIVE SERVICES  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

**Dept. Ship To**  
ADMINISTRATIVE SERVICES  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

**Contact Info**  
steve  
0000004904

| Quantity | UOM | Description                                                                                       | Account           | Unit Price | Total |
|----------|-----|---------------------------------------------------------------------------------------------------|-------------------|------------|-------|
| 1.00     | SER | ENCUMBRANCY<br>FURNISH AND DELIVER HEATING OIL<br>TO VARIOUS LOCATIONS<br>STATE CONTRACT # A81398 | 01-201-31-434-208 | .00        | .00   |

CONTRACT TERM - 10/1/13 - 9/30/14  
CONTRACT AMOUNT - \$ 100,000.00  
TEMPORARY AMOUNT - \$20,000.00  
10/1/13 - 12/31/13  
PPVS

Requisition Total .00

Req. Date: 09/03/2013

Requested By: STEVE

Buyer Id:

Approved By: *Steve Miller*  
09/10/13

**This Is Not A Purchase Order**

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

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

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

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

(REVISED 4/13)

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://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): Michele Restaino / President

Representative's Signature: *Michele Restaino*

Name of Company: Rachles / Michele's Oil Co Inc.

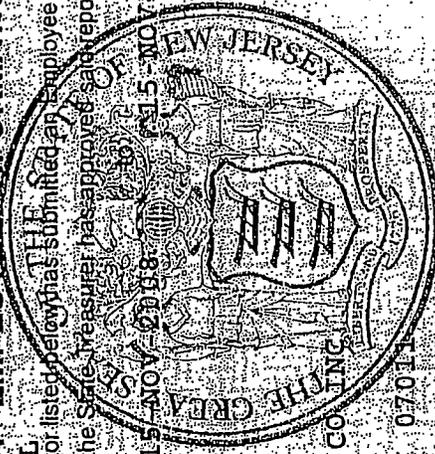
Tel. No.: 973-546-1041 Date: 6/20/13

Certification 17706

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

15 NOV 2018 to 15 NOV 2015



RACHLES/MICHELES OIL CO. INC.  
116 KULLER ROAD  
GLIFTON NJ 07011

State Treasurer

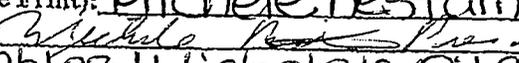
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

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: Michele Bestaino / President  
Representative's Signature:   
Name of Company: Bachles/Michele's Oil Co. Inc.  
Tel. No.: 973-540-1041 Date: 6/20/13

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : Rachles/Michele's Oil Co Inc  
Address : 1160 Kuller Rd Clifton, NJ 07011  
Telephone No. : 973-540-1041  
Contact Name : Michele Restaino

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: Rachles/Michele's Oil Co Inc  
Address: 110 Kuller Rd Clifton, NJ 07011  
Telephone No.: 973-540-1041  
Contact Name: Michele Restaino

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.





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

**Part I – Vendor Affirmation**

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

|                                         |                                   |
|-----------------------------------------|-----------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund             |
| Friends of Viola S. Richardson          | The Election Fund of Steven Fulop |
| Lavarro for Council                     | Councilwoman Diane Coleman        |
| Friends of Michael Sottolano            |                                   |
| EFO David P. Donnelly J.C. Council 2010 | 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                            |
|------------------------------|-----------------------------------------|
| Michele Restaino             | 38 Collins Ave.<br>Bloomfield, NJ 07003 |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |

**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: Pochles/Michele's Oil Co  
 Signed: Michele Restaino Title: President  
 Print Name: Michele Restaino Date: 6/22/13

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

My Commission expires: \_\_\_\_\_

\* Michele Restaino  
 (Affiant)  
Michele Restaino/President  
 (Print name & title of affiant) (Corporate Seal)

**ANDREA REBELO**  
 Notary Public  
 State of New Jersey  
 My Commission Expires Feb 8, 2017

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Rachles/Michele's Oil 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 Rachles/Michele's Oil 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: Rachles/Michele's Oil Co Inc

Signed: Michele Restaino Pres. Title: President

Print Name Michele Restaino Date: 6/20/13

Subscribed and sworn before me  
this 27 day of JUNE, 2013.  
My Commission expires: FEB 8 2017

Michele Restaino Pres.  
(Affiant)  
Michele Restaino, President  
(Print name & title of affiant) (Corporate Seal)

ANDREA REBELO  
Notary Public  
State of New Jersey  
My Commission Expires Feb 8, 2017

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

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

City Clerk File No. Res. 13.641

Agenda No. 10.Z.6

Approved: SEP 11 2013

TITLE:



RESOLUTION TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR 2014 MUNICIPAL AID PROGRAM TO FUND ROADWAY IMPROVEMENTS TO FIVE (5) VARIOUS STREETS (ACADEMY STREET, CORNELISON AVENUE, MILL ROAD, WAYNE STREET AND MANHATTAN AVENUE) FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION THE

WHEREAS, the State of New Jersey Department of Transportation (NJDOT) announced that they are accepting grant applications for the Fiscal Year 2014 Municipal Aid Program to fund local transportation projects that must be submitted through the System for Administering Grants Electronically (SAGE) before September 20, 2013; and

WHEREAS, the City of Jersey City, Department of Public Works, Division of Engineering, Traffic and Transportation has prepared an application identified as MA-2014-Jersey City-00051 for roadway improvements to Five (5) Various Streets (Academy Street, Cornelison Avenue, Mill Road, Wayne Street and Manhattan Avenue); and

WHEREAS, the City is requesting state aid funding from the New Jersey Department of Transportation Municipal Aid Program; and

WHEREAS, the City of Jersey City agrees that it shall be required to appropriate funds for state non-participating items such as police salary hours and/or other ineligible cost of the project; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City formally approves the grant application for the above stated project; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as MA-2014 Jersey City-00051 to the New Jersey Department of Transportation on behalf of the City of Jersey City.

City Clerk File No. Res. 13.641

Agenda No. 10.2.6 SEP 11 2013

TITLE:

**RESOLUTION TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR 2014 MUNICIPAL AID PROGRAM TO FUND ROADWAY IMPROVEMENTS TO FIVE (5) VARIOUS STREETS (ACADEMY STREET, CORNELISON AVENUE, MILL ROAD, WAYNE STREET AND MANHATTAN AVENUE) FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement and establish an account for the grant.

Certified as a true copy of the Resolution adopted by Council,  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

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

\_\_\_\_\_  
Presiding Officer  
Steven M. Fulop, Mayor of Jersey City

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 <span style="float: right;">9.11.13</span> |     |     |      |               |     |     |      |                |     |     |      |
|------------------------------------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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

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 TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR 2014 MUNICIPAL AID PROGRAM TO FUND ROADWAY IMPROVEMENTS TO FIVE (5) VARIOUS STREETS (ACADEMY STREET, CORNELISON AVENUE, MILL ROAD, WAYNE STREET AND MANHATTAN AVENUE) FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

Stanley Huang, P.E., Jersey City Municipal Engineer

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

Authorization to submit a Grant Application for State Aid to Counties and Municipalities for Municipal Aid 2014 for the purpose of improving the condition of roadway infrastructure.

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

The primary purpose is to make public roadway improvements on Five (5) Various Streets along with incidental construction for pedestrian safety.

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

The immediate benefit to the community would be to repair these roadways that have many cracks, patches, depressions, utility trenches, and upgrade ADA curb & sidewalks. The reconstruction and maintenance will better serve motorists and pedestrians in making the roadways and sidewalks safer and a better travel experience as they maneuver throughout the city.

**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):**

|                       |                                                                      |
|-----------------------|----------------------------------------------------------------------|
| Engineering Estimate: | \$1,960,000 (Total Project)                                          |
| Amount Requested:     | \$1,700,000 (Construction Cost – Only)                               |
| Estimated City Share: | \$ 260,000 (Non-participating, items not eligible for reimbursement) |

State non-participating items typically include – Design, Police Salary Hours, Construction Management/Inspection, and Material Testing; these items can be funded through capital funds or other grant sources. The following steps, amongst others, take place prior to the start of construction:

- 1) Award of Grant
- 2) City establishes grant revenue item
- 3) Project proceeds for public bidding
- 4) City awards to lowest responsible bidder and forwards to NJDOT for concurrence.

In the event that NJDOT approves funds in an amount less than requested, the CITY, at its option, 1). May either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds, or 3) reevaluate the project limits or scope and submit a letter of justification to NJDOT for approval. In the event the City rescinds the Agreement, the allotted funds shall revert to the source of the funding.

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

Preliminary design and estimates are underway.

Construction will begin immediately upon approval of grant.

**8. Anticipated Completion Date:**

Determined upon approval of grant.

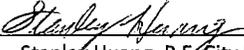
**9. Person Responsible for Coordinating Proposed Program, Project, etc.:**

Stanley Huang, P.E. City Engineer

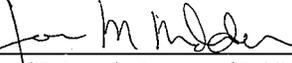
201-547-5965

**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.

  
\_\_\_\_\_  
Stanley Huang, P.E. City Engineer

9/5/13  
Date

  
\_\_\_\_\_  
Michael E. Razzoli, Director of Public Works

9/6/13  
Date

64



# STATE OF NEW JERSEY SAGE

System for Administering Grants Electronically

Application: MA-2014-Jersey City-00051  
Status: Application In Process  
User: Dawn Odom  
Role: Agency Administrator  
Logout

[Main Menu](#) | [Proposal Menu](#)

Main Menu ▶

### INFORMATION

**Organization:** Jersey City  
**Application:** MA-2014-Jersey City-00051  
**Status:** Application In Process  
**Due:** 9/20/2013 11:59:59 PM

### ADD NOTE

### STATUS MANAGEMENT

#### Next Possible Statuses:

Application Submitted ▼

CHANGE STATUS

### FORMS

- .....[Type of Improvement \(1\)](#)
- .....[Roadway Preservation](#)
- .....[Project Name \(1\)](#)
- .....[Project Location \(1\)](#)
- .....[Scope Of Work \(1\)](#)
- .....[Roadway Data Sheet \(1\)](#)
- .....[Total Estimated Cost of Improvement \(1\)](#)
- .....[Applicant Information Copy \(1\)](#)
- .....[Signature Page \(1\)](#)

### MANAGEMENT ACTIVITIES

- .....[My Reports/Queries](#)
  - .....[Ad-Hoc Queries](#)
- .....[Manual](#)
  - .....[NJDOT - Local Aid Applicant User Manual](#)
- .....[Terms and Conditions](#)
  - .....[NJDOT - Terms and Conditions](#)
  - .....[N.J.A.C. 16:20B](#)
- .....[Administrative Links](#)
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  - .....[Status History](#)
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  - .....[Account Transactions](#)

[View Modification History](#)

[Document Availability](#)

[Manage Review Process](#)

[View Full PDF](#)

Grant Application for State Aid to

Counties and Municipalities

Municipal Aid 2014

MA-2014-Jersey City-00051

Roadway\_Preservation

TYPE OF IMPROVEMENT

**Infrastructure**

- |                                                          | <b>Purpose</b>                                                                                                                      |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Bikeway                         | Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).                   |
| <input type="checkbox"/> Bridge Preservation             | Primary project purpose is for improving the condition of Bridge infrastructure (e.g. new deck, rehabilitation, replacement).       |
| <input type="checkbox"/> Mobility                        | Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, park & ride, signal optimization).         |
| <input type="checkbox"/> Pedestrian Safety               | Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass). |
| <input type="checkbox"/> Quality of Life                 | Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.             |
| <input checked="" type="checkbox"/> Roadway Preservation | Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).      |
| <input type="checkbox"/> Roadway Safety                  | Primary project purpose is to enhance vehicular safety (e.g. guide rail, signing, warning devices, striping).                       |

**Grant Application for State Aid to**

**Counties and Municipalities**

Municipal Aid 2014

MA-2014-Jersey City-00051

Roadway\_Preservation

**Project Name**

**Note:** If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, download an excel spreadsheet, fill it out and attach it below.

673493-2014MA-JerseyCity-Spreadsheet.pdf

Project Title: Various Streets - 2014 - Jersey City

From: See Attached Spreadsheet

To: See Attached Spreadsheet

Project Distance (Miles): 1.74

Draft

Grant Application for State Aid to

Counties and Municipalities

Municipal Aid 2014

MA-2014-Jersey City-00051

Roadway\_Preservation

PROJECT LOCATION

County to filter by: Hudson County

Municipalities:

Jersey City

DRAFT

**Grant Application for State Aid to**

**Counties and Municipalities**

Municipal Aid 2014

MA-2014-Jersey City-00051

Roadway\_Preservation

**Scope of Work**

This project consists of the resurfacing and incidental construction for pedestrian safety of five streets in the city of Jersey City. The streets are Academy Street, Cornelison Avenue, Manhattan Avenue, Mill Road and Wayne Street.

Academy Street, Cornelison Avenue, Mill Road and Wayne Street - the combination of these four streets form a local connector/collector route and serves as a bypass route under Montgomery Street (Urban Minor Arterial) due to the presence of the Montgomery Street Bridge over Cornelison Avenue. The four streets are an access route to the Journal Square Shopping and Transportation Hub, the McGinley Square Shopping District and the Downtown Historic and Commercial Districts of Jersey City. The streets form a heavily traveled vehicular and truck route connecting Hudson River commercial area with the other Districts of the city.

Located along the route are the Jersey City Medical Center Redevelopment Site known as The Beacon, the Hudson County Complex, a mini mall and a residential housing complex. The Beacon is a 14 acre mixed-use development emerging from the historic restoration of the original complex of the Jersey City Medical Center. When complete, The Beacon will include two million square feet of residential and retail space, approximately 1,200 luxury residences and 80,000 square feet of retail space.

Manhattan Avenue - is classified by the New Jersey Department of Transportation as an Urban Collector except for the section between Central Avenue and Sherman Avenue. Manhattan Avenue traverses a fully developed residential, commercial and recreational area in The Heights District of Jersey City.

Manhattan Avenue is a heavily traveled vehicular, bus and truck route. It serves as the main access route into Jersey City from US 1 & 9 and also connects to county route system via John F. Kennedy Boulevard (County Route 501 - Urban Principal Arterial) and the Municipal Route System via Summit Avenue (Urban Arterial) and Central Avenue (Urban Minor Arterial).

## Scope Of Work

MA-2014-Jersey City-00051

txtScopeWork continued

Located along Manhattan Avenue are Leonard Gordon Park, Pershing Field and Grace Gospel Church. Located at the intersection of Manhattan Avenue and Central Avenue are St. Nicholas Church and St. Nicholas School. Manhattan Avenue is also a walking route to and from the St. Nicholas School and the Nicholas Copernicus Elementary School (PS #25).

All five streets are in poor condition and in need of a resurfacing in order to maintain the structural integrity and to avoid costly reconstruction in a few years if left in the current condition. The roads have many cracks, patches, depressions, utility trench repairs and areas of pavement failure. Sidewalk replacement is required for pedestrian safety and to avoid trip and fall accidents.

This project conforms to the NJDOT Complete Streets policy adopted by the city. A Complete Street is defined as a way to provide safe access for all users by designing and operating an all-inclusive, integrated, connected multi-modal network of transportation alternatives.

Please note since the Roadway Data Sheet does not allow for variations, the numbers shown are averages.

The project includes, but is not limited to the following:

- Replacement and construction of Concrete Curb
- Installation of ADA compliant Curb Ramps, where required with Detectable Warning Surfaces
- Repair of the roadway base
- Replacement of the Catch Basin Cast Iron Curb Pieces with environmentally acceptable Catch Basin Curb Pieces
- Reconstruction of existing Catch Basins
- Resetting and/or replacement of Catch Basin and Manhole Castings
- Installation of Bicycle Safe Catch Basin Grates

Scope Of Work

MA-2014-Jersey City-00051

txtScopeWork continued

- Asphalt Milling
- Resurfacing with Hot Mix Asphalt
- Replacement of Regulatory and Warning Signs
- Long Life Traffic Stripes
- Installation of Pedestrian Countdown Traffic Signal Heads
- Installation of Bike Lanes where pavement width permits

Bid documents could be ready within nine months of notification of application approval. Manhattan Avenue was previously approved as a 1994 NJDOT Municipal Aid Project.

DRAFT

Grant Application for State Aid to

Counties and Municipalities

Municipal Aid 2014

MA-2014-Jersey City-00051

Roadway\_Preservation

Scope of Work cont'd

Location Map - 8.5 x 11 only - showing project limits

679187-VariousStreets-2014-JerseyCity-Map.pdf

**Note: All information must be clear and legible with street names labeled.**

You may include photos with your application by uploading them here:

679187-VariousStreets-2014-JerseyCity-

Does this project include a traffic signal?  Yes  No

If Yes, please attach authorization to design or install if available.

Will the project meet AASHTO standards?

Yes  No

If No, list Design Exceptions below

DRAFT

Grant Application for State Aid to

Counties and Municipalities

Municipal Aid 2014

MA-2014-Jersey City-00051

Roadway\_Preservation

ROADWAY DATA SHEET

Project Classification

- Resurfacing
- Reconstruction
- Surface Treatment
- Drainage
- Widening
- New Roadway

Existing Road Conditions. Please enter minimum Widths. If not known enter Zero.

Note: If your application includes various locations use a weighted average value according to distance.

Current ADT: 7585

Truck Traffic over 5 Tons (%): 11

Legal Speed Limit (mph): 25

Right of Way Width (feet): 57

Is this Project located on a Commuter Bus Route?  Yes  No

Pavement Width (feet): 35

Shoulder Width (feet): 0

Curbing:  One Side  Both Sides  Neither

Sidewalk:  One Side  Both Sides  Neither

Existing Minimum Width (feet): 8

Parking Restrictions: None and No Parking South Side (Academy Street & Manhattan Avenue)

Proposed Improvements. Please enter minimum Widths. If not known enter Zero.

Right of Way Width (feet): 57

Pavement Width (feet): 35

Shoulder Width (feet): 0

Curbing:  One Side  Both Sides  Neither

Sidewalk:  One Side  Both Sides  Neither

Proposed minimum Width (feet): 8

Grant Application for State Aid to

Counties and Municipalities

Municipal Aid 2014

MA-2014-Jersey City-00051

Roadway\_Preservation

Roadway Data Sheet cont'd

Parking Restrictions: None and No Parking South Side (Academy Street & Manhattan Avenue)

Is there an existing bridge being replaced or repaired?  Yes  No

If Yes, please return to the Main Menu and begin a new application with Bridge Preservation selected on the Type of Improvement page.

Explain how the project serves public facilities

The combination of Academy Street, Cornelison Avenue, Mill Road and Wayne Street is a local connector/collector route and serves as a bypass route under Montgomery Street due to the presence of the Montgomery Street Bridge over Cornelison Avenue. The four streets are an access route to the Journal Square Shopping and Transportation Hub, the McGinley Square Shopping District and the Downtown Historic and Commercial Districts of Jersey City.

Located along the route are the Jersey City Medical Center Redevelopment Site known as The Beacon, the Hudson County Complex, a mini mall and a residential housing complex.

Manhattan Avenue is an Urban Collector and traverses a fully developed residential, commercial and recreational area in The Heights District of Jersey City.

Manhattan Avenue serves as the main access route into Jersey City from US 1 & 9 and also connects to county route system via John F. Kennedy Boulevard and the Municipal Route System via Summit Avenue and Central Avenue.

Located along Manhattan Avenue are Leonard Gordon Park, Pershing Field and Grace Gospel Church. Located at the intersection of Manhattan Avenue and Central Avenue are St. Nicholas Church and St. Nicholas School. Manhattan Avenue is also a walking route to and from the St. Nicholas School and the Nicholas Copernicus Elementary School (PS #25).

Grant Application for State Aid to

Counties and Municipalities

Municipal Aid 2014

MA-2014-Jersey City-00051

Roadway\_Preservation

Roadway Data Sheet cont'd

Explain how the project will improve safety

The riding quality on the streets will be improved, thus providing drivers with a more stable and safer ride. In some cases the pavement is so deteriorated, a driver could lose

control of their vehicle. By providing a better riding surface, safety will be increased.

The unevenness of the pavement causes unsafe travel conditions and increases congestion because of decreased operating speeds of vehicles. Many vehicles weave to avoid depressions in the pavement.

The replacement of stream flow grates and obsolete or deteriorated catch basins and catch basin castings will improve bicycle safety and drainage flow. The replacement of deteriorated concrete sidewalk and installation of handicapped curb ramps with detectable warning surfaces will improve pedestrian safety. The installation of new traffic striping

will also improve safety. Currently, the traffic striping is faded or non-existing.

Traffic Signals will also be upgrade with countdown pedestrian signal heads in order to improve safety by alerting pedestrians of the crossing time remaining. Traffic flow and accident incident reporting will be improved by the installation of traffic cameras on signal mast arms.

Grant Application for State Aid to

Counties and Municipalities

Municipal Aid 2014

MA-2014-Jersey City-00051

Roadway\_Preservation

TOTAL ESTIMATED COST OF IMPROVEMENT

Construction Cost: \$1,700,000.00

Please attach a Detailed Construction Cost Estimate 679189-VariousStreets-2014-JerseyCity  
(Word, Excel, or PDF format please)

Design Engineering: \$175,000.00  
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Right-Of-Way: \$0  
(List only if eligible for Urban Aid or as a Depressed Rural Center)

Construction Inspection and Material Testing if requesting: \$85,000.00  
(15% of the final allowable construction cost maximum)

Total Estimated Cost: \$1,960,000.00

Total Requested Amount: \$1,700,000.00

If you have submitted or plan to submit other applications, 1  
Please prioritize your applications by assigning them a  
priority rating. Use number 1 for the highest priority. If  
you only plan to submit this application, please enter 1 as  
the priority rating.

**Grant Application for State Aid to  
Counties and Municipalities  
Municipal Aid 2014**

MA-2014-Jersey City-00051

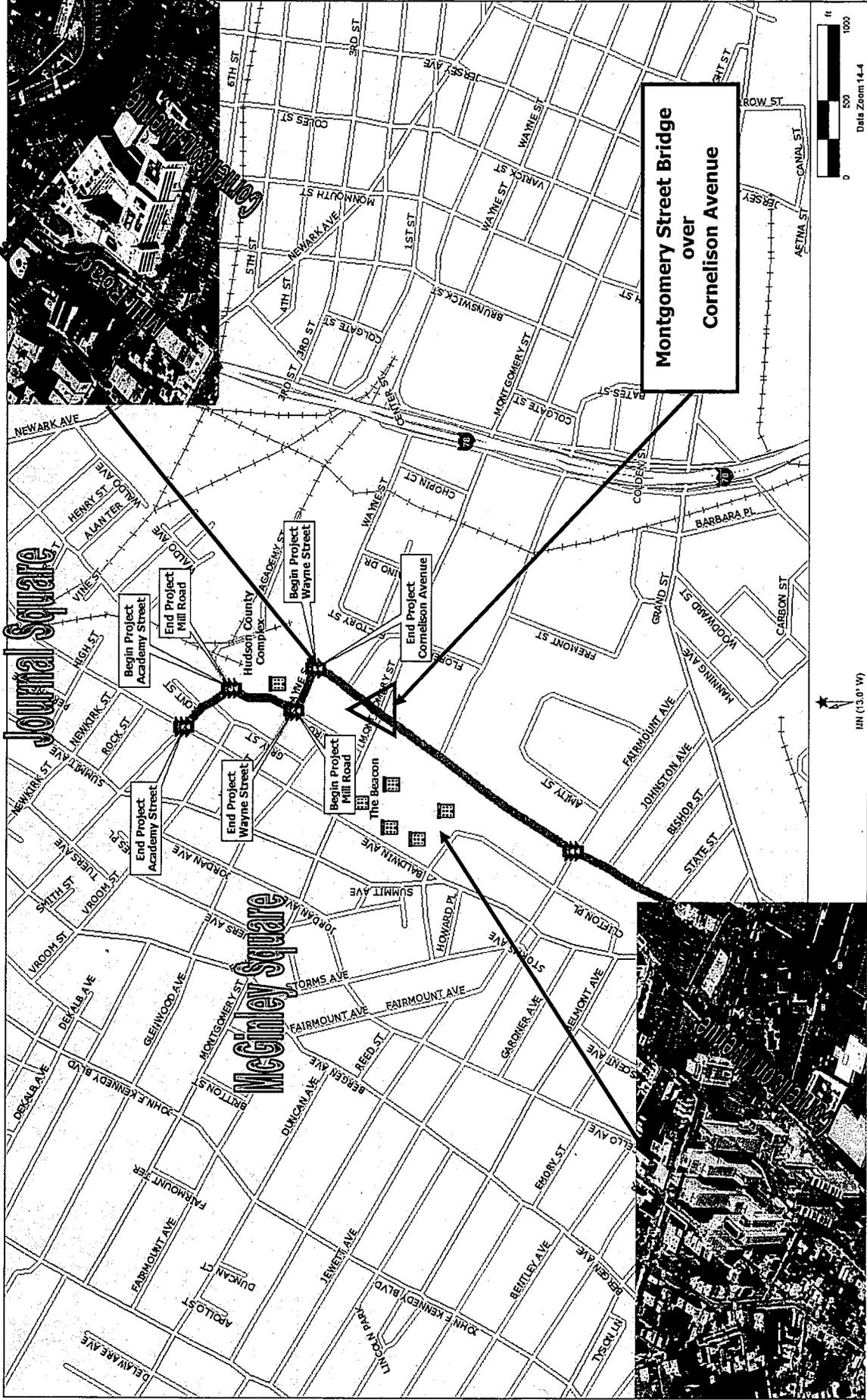
Roadway\_Preservation

**SIGNATURE PAGE**

Title of presiding officer who will be signing this application/agreement:

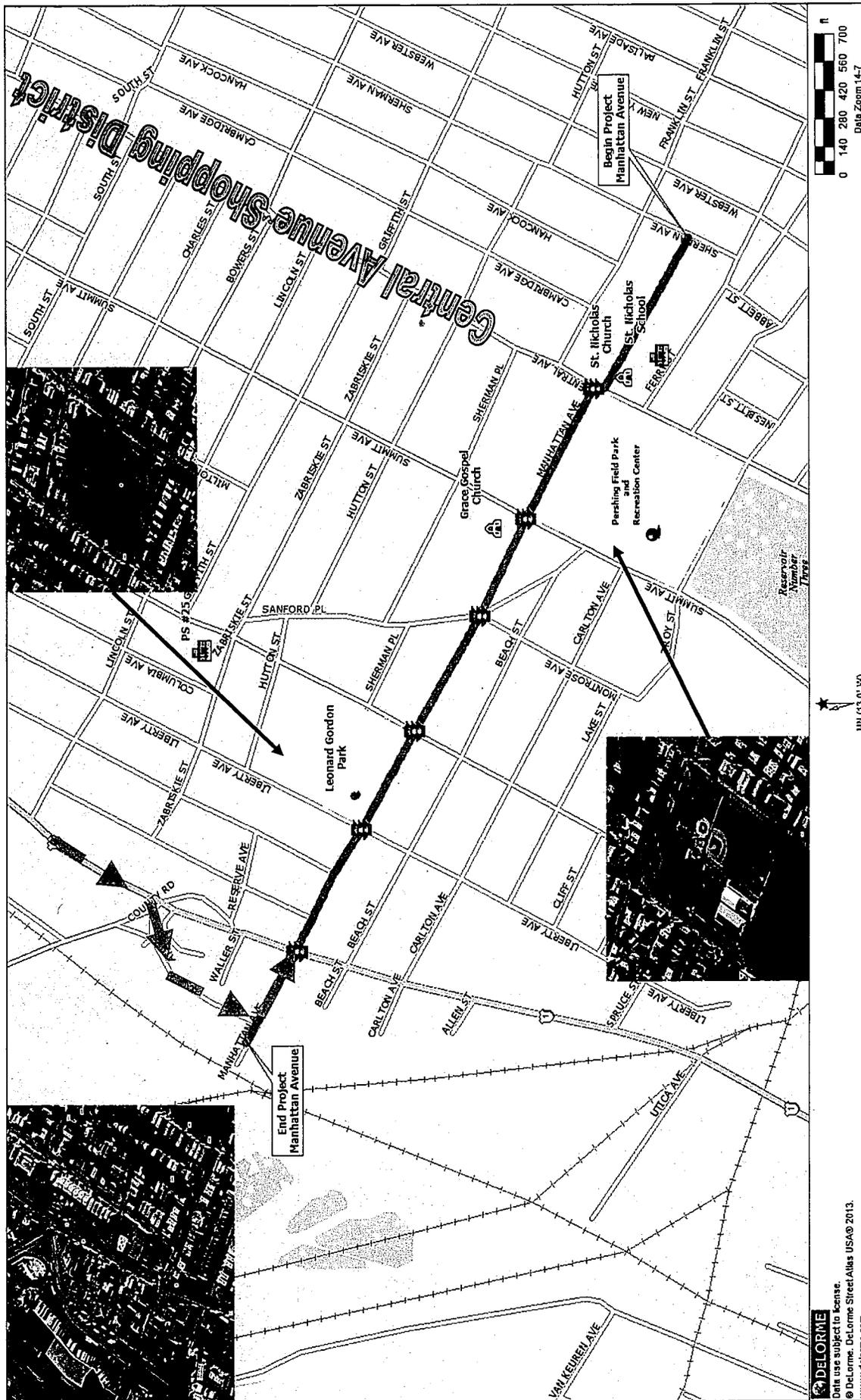
Mayor

Draft



Montgomery Street Bridge  
over  
Cornelson Avenue

Academy Street, Cornelson Avenue, Mill Road and Wayne Street - Jersey City  
Project Location Map

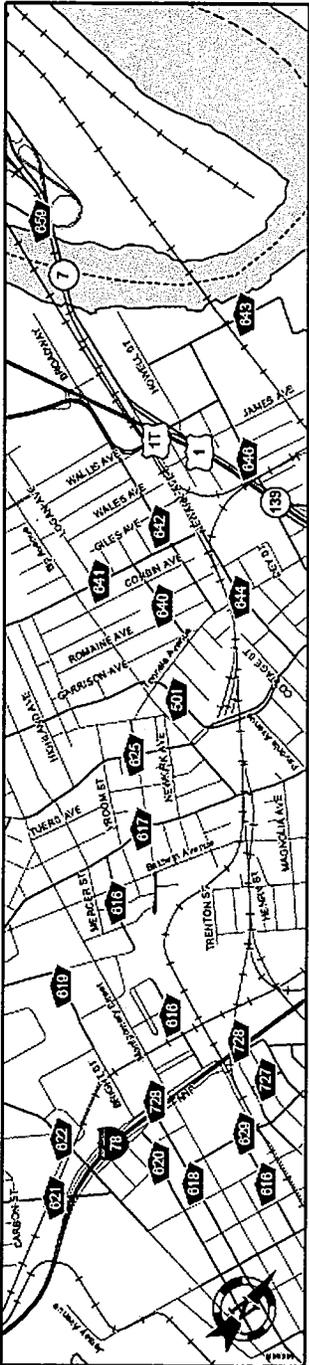


# Manhattan Avenue - Jersey City - Project Location Map

➔ Access route into Jersey City from State Highway System, US 1 & 9, in the Heights District

DELORME  
 Data use subject to license.  
 © DeLorme, DeLorme Street Atlas USA © 2013.  
 www.delorme.com

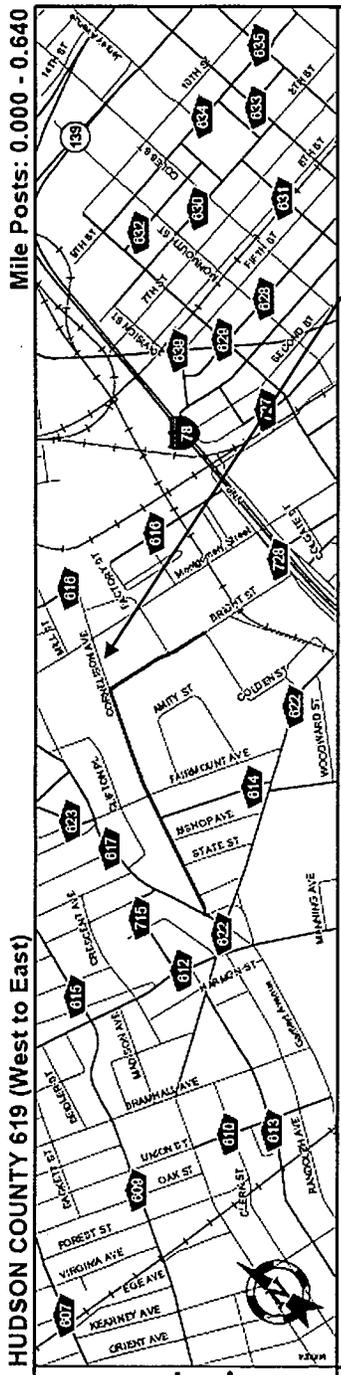
ACADEMY ST (East to West) Mile Posts: 0.000 - 0.090



| Secondary Direction | Primary Direction | Street Name                  | MP    |
|---------------------|-------------------|------------------------------|-------|
|                     |                   | Begin At Dead End            | 0.000 |
|                     |                   | Begin Academy Street MP=0.00 | 0.000 |
|                     |                   | End Academy Street MP=0.09   | 0.090 |

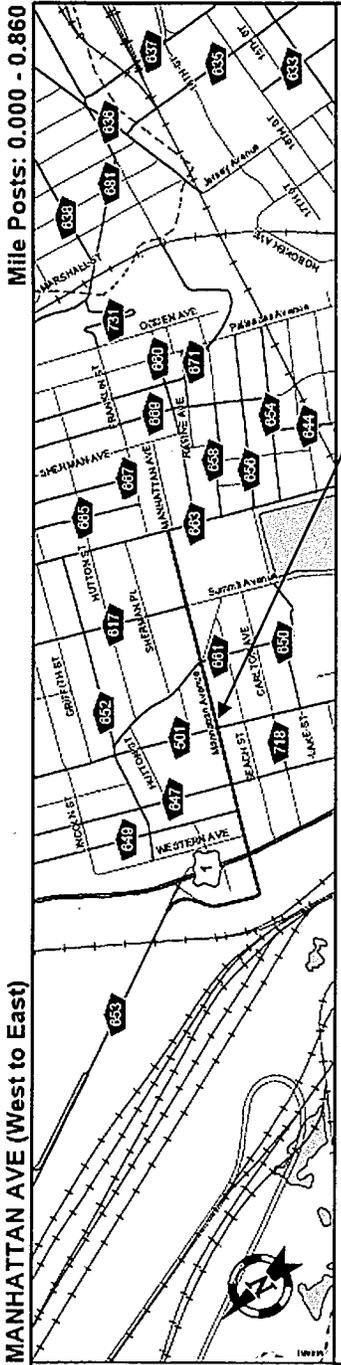
SRI = 09061558 Date last inventoried: January 2001

### Academy Street - Jersey City - NJDOT Straight Line Diagram

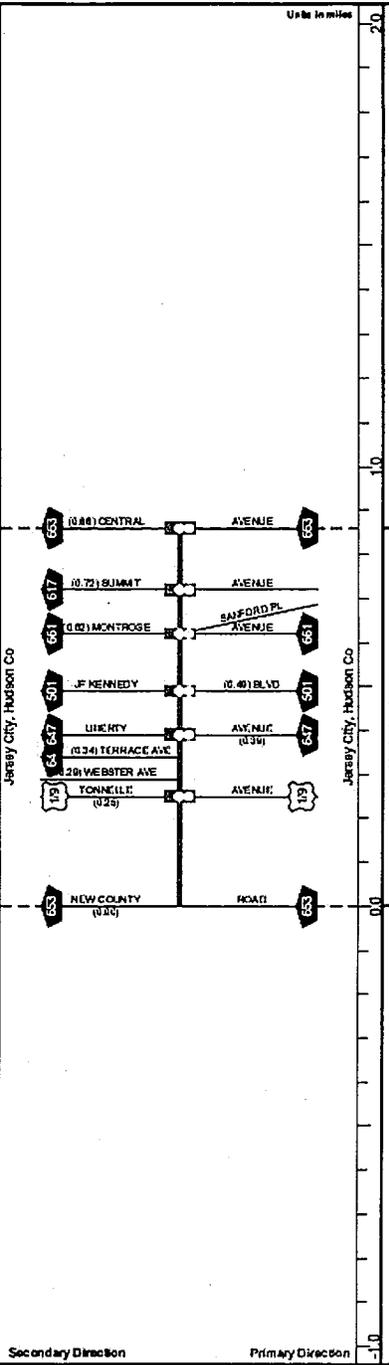


| Secondary Direction                                                                                                                                                                                       |  | Primary Direction                                                                                                                              |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Jersey City, Hudson Co                                                                                                                                                                                    |  | Jersey City, Hudson Co                                                                                                                         |  |
| FLORENCE ST (057)<br>CORNELISON AVE (244)<br>FAIRMOUNT (024)<br>AVENUE<br>(0.16) JOHNSTON AV<br>(0.15) BISHOP ST<br>(0.10) STATE ST<br>(0.02) WESTERN PL<br>(0.01) WESTERN PL<br>AVENUE<br>(0.01) S LAMIT |  | FRONT ST (084)<br>Right Bank<br>Cornelison Avenue<br>Municipal<br>Urban Local<br>Non-Federal Aid<br>25<br>2<br>None<br>0<br>29<br>42<br>0<br>0 |  |
| Begin Hudson County 619 MP=0                                                                                                                                                                              |  | End Hudson County 619 MP=0.64                                                                                                                  |  |
| SRI = 09000619                                                                                                                                                                                            |  | Date last inventoried: August 2000                                                                                                             |  |

### Cornelison Avenue - Jersey City - NJDOT Straight Line Diagram



Project Location



|                      |                  |
|----------------------|------------------|
| Street Name          | Manhattan Avenue |
| Jurisdiction         | Municipal        |
| Functional Class     | Urban Collector  |
| Federal AIG - NRS S) | STP              |
| Control Section      |                  |
| Speed Limit          | 25               |
| Number of Lanes      | 2                |
| Med. Type            | None             |
| Med. Width           | 0                |
| Pavement             | 41               |
| Shoulder             | 0                |
| Traffic Volume       | 29               |
| Traffic Sta. ID      |                  |
| Structure No.        |                  |
| Enlarged View        |                  |

Date last inventoried: August 2000

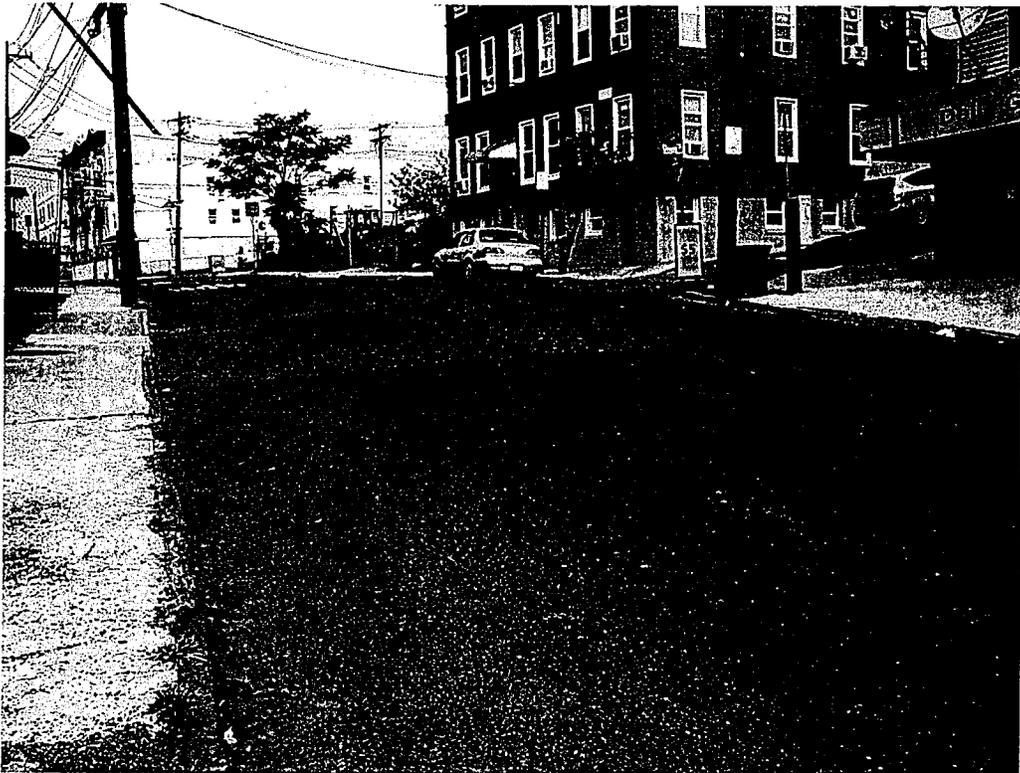
SRI = 09061672\_

# Manhattan Avenue - Jersey City - NJDOT Straight Line Diagram



# Various Streets – 2014 – Jersey City Photographs

Academy Street



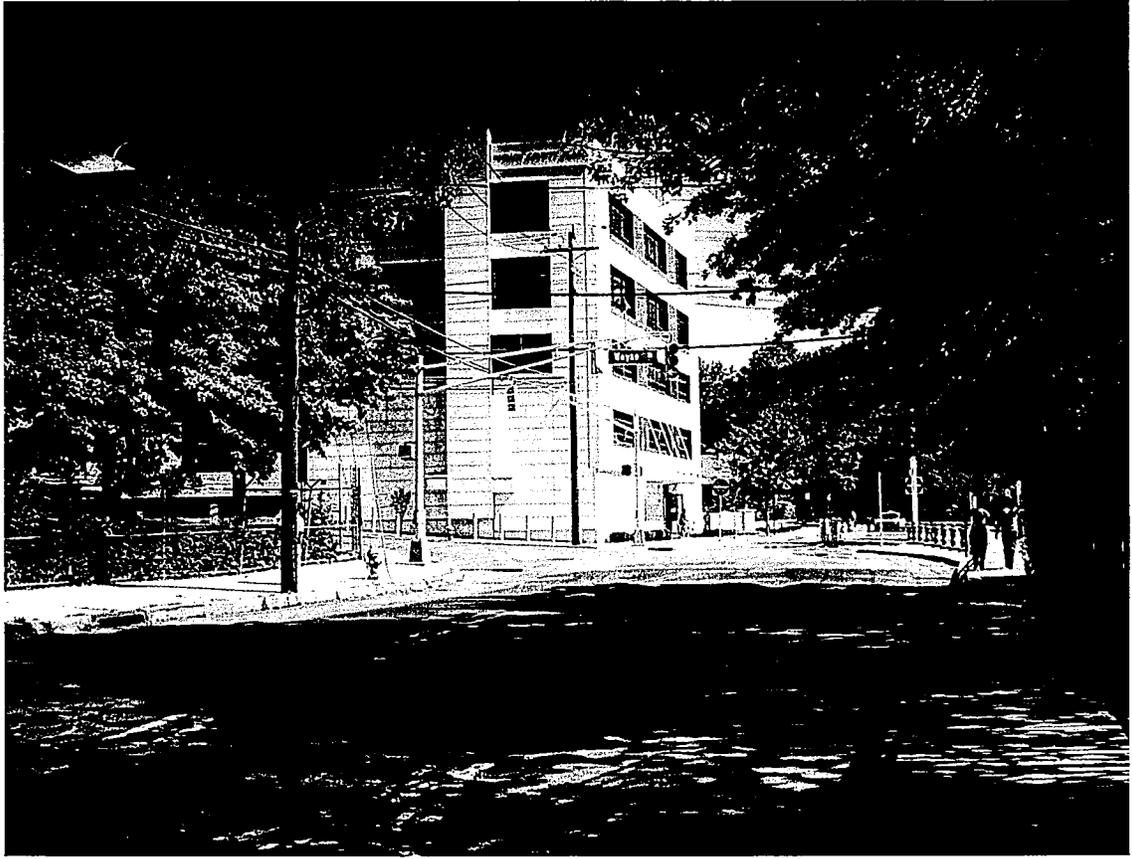


# Cornelison Avenue

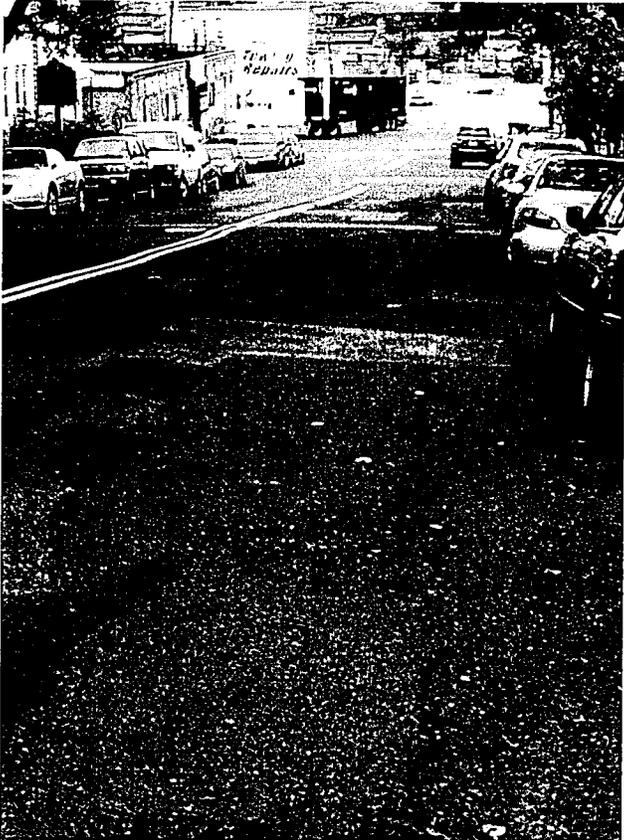




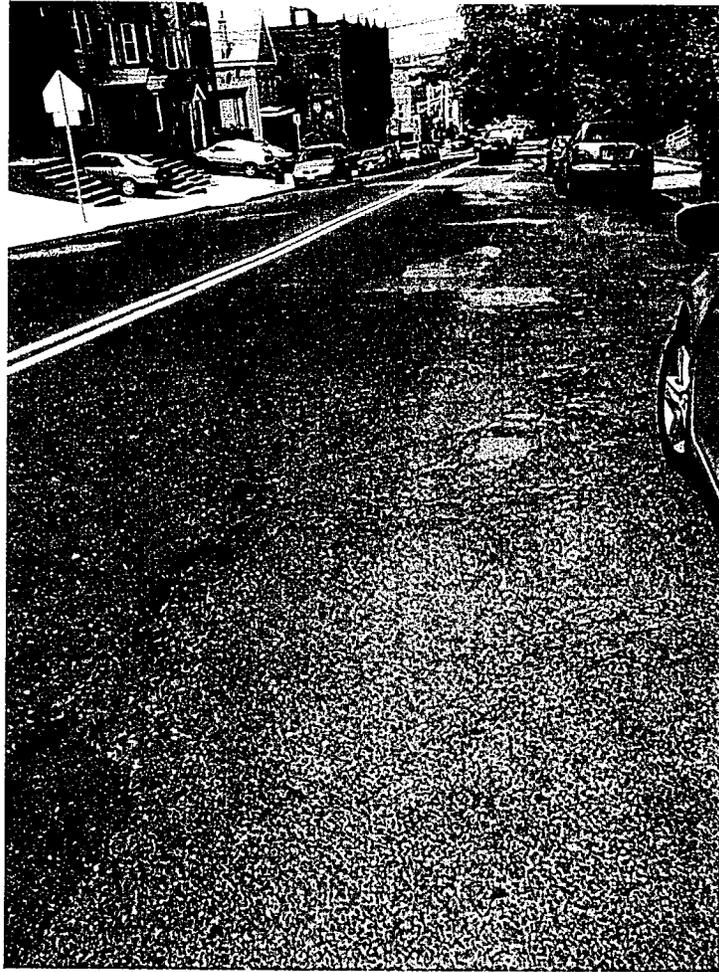




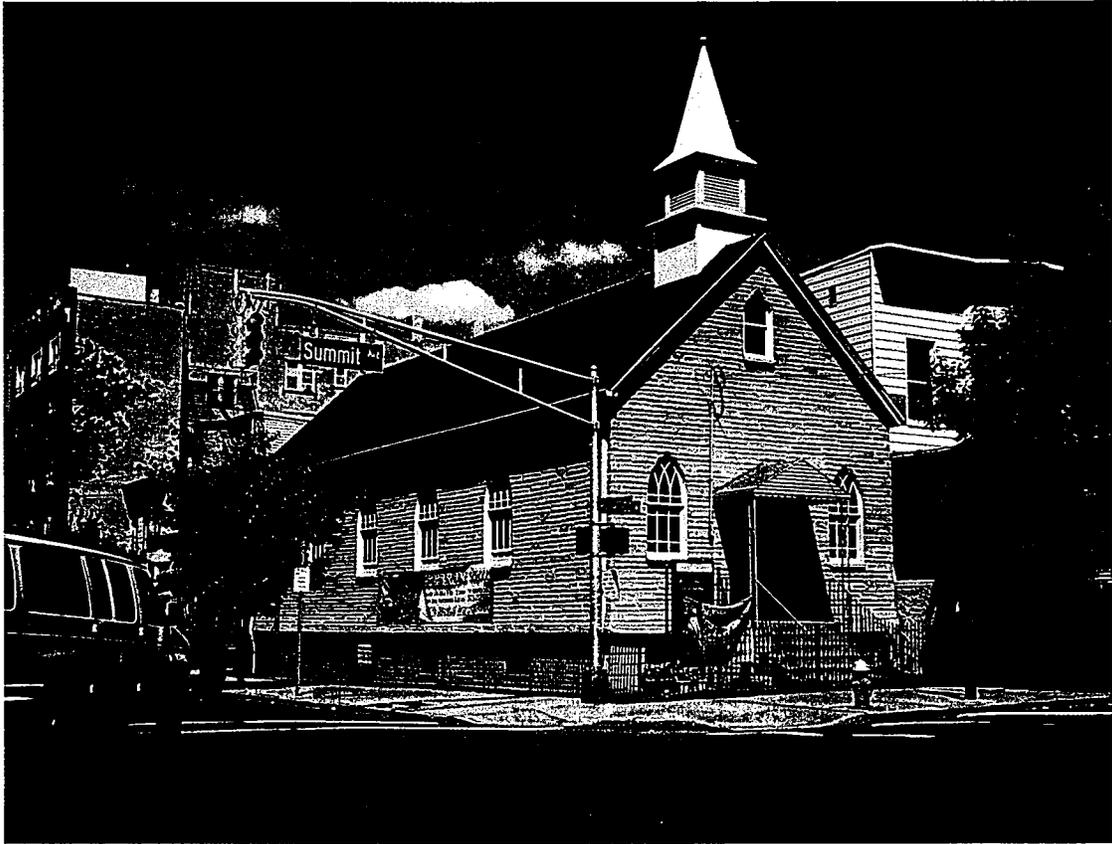
**Manhattan Avenue**







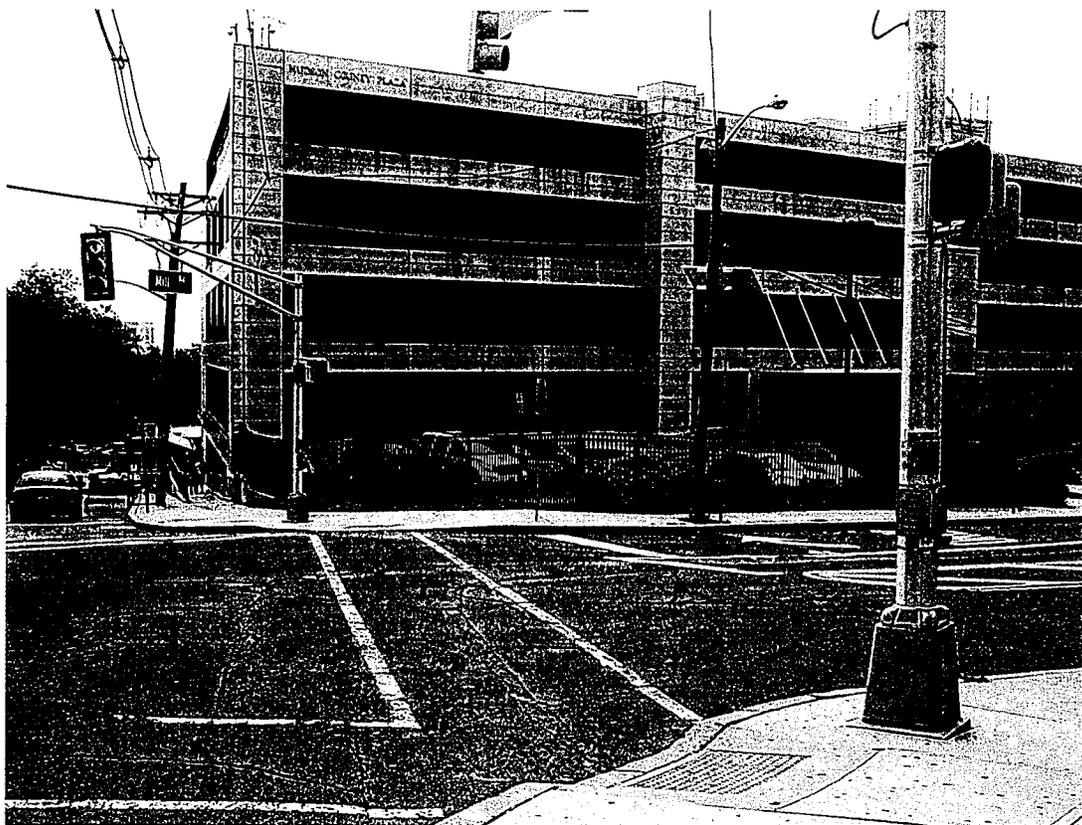
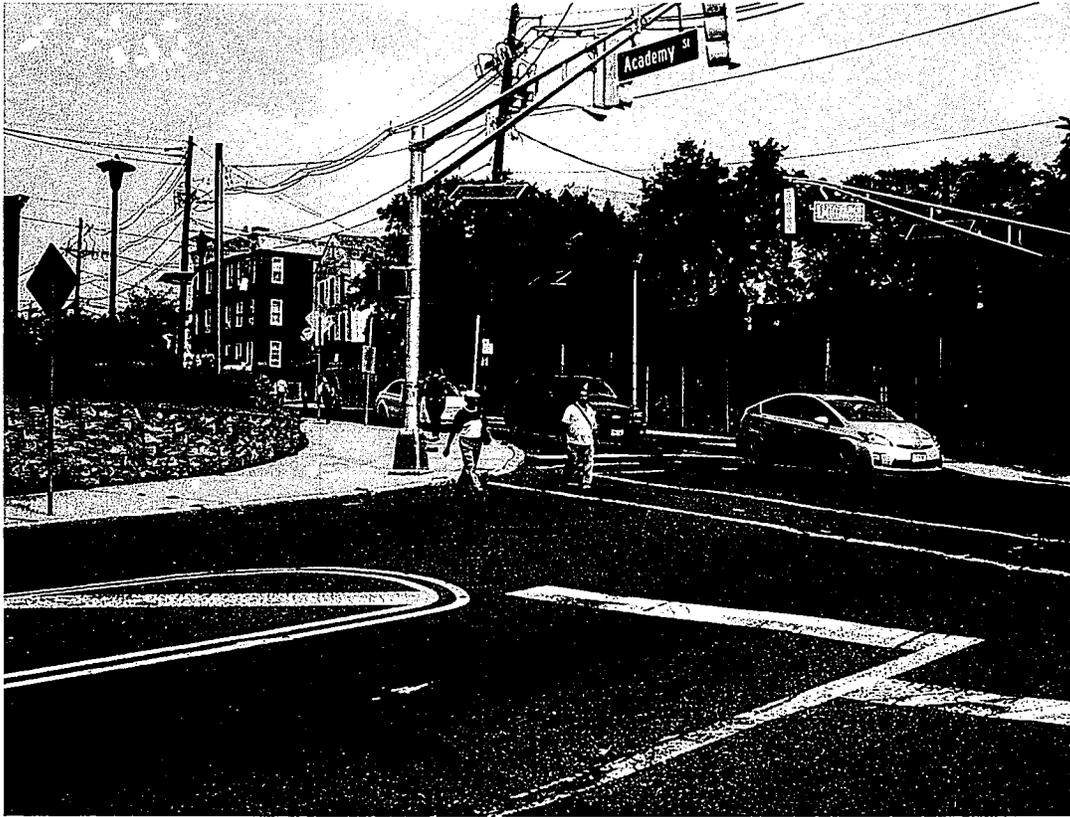








# Mill Road





# Wayne Street



**Various Streets - 2014  
Jersey City  
Cost Estimate**

| DESCRIPTION                            | UNIT | Academy Street |          |          |          |          | Cornelison Avenue |          |          |          |          | Manhattan Avenue |          |          |          |          | Mill Road |          |          |          |          | Wayne Street |            |            |              |              | TOTAL | UNIT PRICE | AMOUNT |
|----------------------------------------|------|----------------|----------|----------|----------|----------|-------------------|----------|----------|----------|----------|------------------|----------|----------|----------|----------|-----------|----------|----------|----------|----------|--------------|------------|------------|--------------|--------------|-------|------------|--------|
|                                        |      | QUANTITY       | QUANTITY | QUANTITY | QUANTITY | QUANTITY | QUANTITY          | QUANTITY | QUANTITY | QUANTITY | QUANTITY | QUANTITY         | QUANTITY | QUANTITY | QUANTITY | QUANTITY | QUANTITY  | QUANTITY | QUANTITY | QUANTITY | QUANTITY | QUANTITY     | QUANTITY   |            |              |              |       |            |        |
| BREAKAWAY BARRICADES                   | UN   | 20             | 50       | 50       | 50       | 20       | 20                | 20       | 20       | 20       | 20       | 20               | 20       | 20       | 20       | 20       | 20        | 20       | 20       | 20       | 20       | 20           | 160        | 50.00      | 8,000.00     |              |       |            |        |
| DRUMS                                  | UN   | 20             | 50       | 50       | 50       | 20       | 20                | 20       | 20       | 20       | 20       | 20               | 20       | 20       | 20       | 20       | 20        | 20       | 20       | 20       | 20       | 160          | 50.00      | 8,000.00   |              |              |       |            |        |
| TRAFFIC CONES                          | UN   | 30             | 80       | 80       | 80       | 30       | 30                | 30       | 30       | 30       | 30       | 30               | 30       | 30       | 30       | 30       | 30        | 30       | 30       | 30       | 30       | 250          | 15.00      | 3,750.00   |              |              |       |            |        |
| CONSTRUCTION SIGNS                     | SF   | 64             | 256      | 256      | 256      | 64       | 64                | 64       | 64       | 64       | 64       | 64               | 64       | 64       | 64       | 64       | 64        | 64       | 64       | 64       | 64       | 704          | 15.00      | 10,560.00  |              |              |       |            |        |
| TRAFFIC DIRECTOR, FLAGGER              | HR   | 500            | 500      | 500      | 500      | 500      | 500               | 500      | 500      | 500      | 500      | 500              | 500      | 500      | 500      | 500      | 500       | 500      | 500      | 500      | 500      | 3,500        | 58.03      | 203,105.00 |              |              |       |            |        |
| ASPHALT PRICE ADJUSTMENT               | DL   | 1              | 1        | 1        | 1        | 1        | 1                 | 1        | 1        | 1        | 1        | 1                | 1        | 1        | 1        | 1        | 1         | 1        | 1        | 1        | 1        | 1            | 1          | 15,000.00  | 15,000.00    |              |       |            |        |
| FUEL PRICE ADJUSTMENT                  | DL   | 0              | 1        | 1        | 1        | 0        | 1                 | 1        | 1        | 0        | 1        | 1                | 1        | 1        | 0        | 1        | 1         | 1        | 1        | 1        | 1        | 1            | 1          | 10,000.00  | 10,000.00    |              |       |            |        |
| ROADWAY EXCAVATION                     | CY   | 75             | 25       | 25       | 25       | 75       | 75                | 75       | 75       | 75       | 75       | 75               | 75       | 75       | 75       | 75       | 75        | 75       | 75       | 75       | 75       | 150          | 27.00      | 4,050.00   |              |              |       |            |        |
| REMOVE AND REPAIR PAVEMENT BASE        | SY   | 30             | 75       | 75       | 75       | 30       | 30                | 30       | 30       | 30       | 30       | 30               | 30       | 30       | 30       | 30       | 30        | 30       | 30       | 30       | 30       | 230          | 70.00      | 16,100.00  |              |              |       |            |        |
| HMA MILLING, 3" OR LESS                | SY   | 1,640          | 6,112    | 28,667   | 28,667   | 1,640    | 1,640             | 1,640    | 1,640    | 1,640    | 1,640    | 1,640            | 1,640    | 1,640    | 1,640    | 1,640    | 1,640     | 1,640    | 1,640    | 1,640    | 1,640    | 40,183       | 3.00       | 120,549.00 |              |              |       |            |        |
| HOT MIX ASPHALT 12.5H76 SURFACE COURSE | TN   | 211            | 784      | 3,676    | 3,676    | 211      | 211               | 211      | 211      | 211      | 211      | 211              | 211      | 211      | 211      | 211      | 211       | 211      | 211      | 211      | 211      | 5,153        | 80.00      | 412,240.00 |              |              |       |            |        |
| 18" DIP                                | LF   | 36             | 250      | 36       | 36       | 36       | 36                | 36       | 36       | 36       | 36       | 36               | 36       | 36       | 36       | 36       | 36        | 36       | 36       | 36       | 36       | 430          | 45.00      | 19,350.00  |              |              |       |            |        |
| CATCH BASIN, TYPE B                    | UN   | 1              | 13       | 2        | 2        | 1        | 13                | 2        | 2        | 1        | 13       | 2                | 2        | 1        | 13       | 2        | 2         | 1        | 13       | 2        | 2        | 16           | 3,000.00   | 48,000.00  |              |              |       |            |        |
| CATCH BASIN CASTIN, TYPE E             | UN   | 2              | 1        | 2        | 2        | 2        | 1                 | 2        | 2        | 2        | 1        | 2                | 2        | 2        | 1        | 2        | 2         | 2        | 2        | 2        | 2        | 5            | 1,000.00   | 5,000.00   |              |              |       |            |        |
| RECONSTRUCT CATCH BASIN, TYPE B        | UN   | 1              | 6        | 9        | 9        | 1        | 6                 | 9        | 9        | 1        | 6        | 9                | 9        | 1        | 6        | 9        | 9         | 1        | 6        | 9        | 20       | 970.00       | 19,400.00  |            |              |              |       |            |        |
| CURB PIECE                             | UN   | 0              | 2        | 8        | 8        | 0        | 2                 | 8        | 8        | 0        | 2        | 8                | 8        | 0        | 2        | 8        | 8         | 0        | 2        | 8        | 10       | 300.00       | 3,000.00   |            |              |              |       |            |        |
| BICYCLE SAFE GRATE                     | UN   | 0              | 2        | 8        | 8        | 0        | 2                 | 8        | 8        | 0        | 2        | 8                | 8        | 0        | 2        | 8        | 8         | 0        | 2        | 8        | 10       | 300.00       | 3,000.00   |            |              |              |       |            |        |
| RESET CASTINGS                         | UN   | 0              | 2        | 2        | 2        | 0        | 2                 | 2        | 2        | 0        | 2        | 2                | 2        | 0        | 2        | 2        | 2         | 0        | 2        | 2        | 6        | 350.00       | 2,100.00   |            |              |              |       |            |        |
| MANHOLE CASTING                        | UN   | 1              | 13       | 9        | 9        | 1        | 13                | 9        | 9        | 1        | 13       | 9                | 9        | 1        | 13       | 9        | 9         | 1        | 13       | 9        | 31       | 900.00       | 27,900.00  |            |              |              |       |            |        |
| MANHOLE CASTING, Type 1007D            | UN   | 3              | 37       | 35       | 35       | 3        | 37                | 35       | 35       | 3        | 37       | 35               | 35       | 3        | 37       | 35       | 35        | 3        | 37       | 35       | 82       | 600.00       | 49,200.00  |            |              |              |       |            |        |
| MANHOLE CASTING, Type 1012C            | UN   | 1              | 3        | 2        | 2        | 1        | 3                 | 2        | 2        | 1        | 3        | 2                | 2        | 1        | 3        | 2        | 2         | 1        | 3        | 2        | 7        | 1,460.00     | 10,220.00  |            |              |              |       |            |        |
| CONCRETE SIDEWALK, 4" THICK            | SY   | 320            | 1,190    | 860      | 860      | 320      | 1,190             | 860      | 860      | 320      | 1,190    | 860              | 860      | 320      | 1,190    | 860      | 860       | 320      | 1,190    | 860      | 2,770    | 55.00        | 152,350.00 |            |              |              |       |            |        |
| DETECTABLE WARNING SURFACE             | SY   | 14             | 47       | 37       | 37       | 14       | 47                | 37       | 37       | 14       | 47       | 37               | 37       | 14       | 47       | 37       | 37        | 14       | 47       | 37       | 115      | 200.00       | 23,000.00  |            |              |              |       |            |        |
| 9" X 20" CONCRETE CURB                 | LF   | 400            | 1,390    | 1,270    | 1,270    | 400      | 1,390             | 1,270    | 1,270    | 400      | 1,390    | 1,270            | 1,270    | 400      | 1,390    | 1,270    | 1,270     | 400      | 1,390    | 1,270    | 3,560    | 30.00        | 106,800.00 |            |              |              |       |            |        |
| RELOCATE JUNCTION BOX                  | UN   | 3              | 5        | 9        | 9        | 3        | 5                 | 9        | 9        | 3        | 5        | 9                | 9        | 3        | 5        | 9        | 9         | 3        | 5        | 9        | 22       | 1,400.00     | 30,800.00  |            |              |              |       |            |        |
| COUNTDOWN TRAFFIC SIGNAL HEADS         | UN   | 8              | 8        | 18       | 18       | 8        | 8                 | 18       | 18       | 8        | 8        | 18               | 18       | 8        | 8        | 18       | 18        | 8        | 8        | 18       | 50       | 1,500.00     | 75,000.00  |            |              |              |       |            |        |
| TRAFFIC CAMERAS                        | UN   | 2              | 2        | 3        | 3        | 2        | 2                 | 3        | 3        | 2        | 2        | 3                | 3        | 2        | 2        | 3        | 3         | 2        | 2        | 3        | 10       | 4,000.00     | 40,000.00  |            |              |              |       |            |        |
| TRAFFIC SIGNAL LOOPS                   | LF   | 2              | 0        | 1,400    | 1,400    | 2        | 0                 | 1,400    | 1,400    | 2        | 0        | 1,400            | 1,400    | 2        | 0        | 1,400    | 1,400     | 2        | 0        | 1,400    | 1,402    | 20.00        | 28,040.00  |            |              |              |       |            |        |
| TRAFFIC STRIPES                        | LF   | 1,700          | 16,000   | 10,000   | 10,000   | 1,700    | 16,000            | 10,000   | 10,000   | 1,700    | 16,000   | 10,000           | 10,000   | 1,700    | 16,000   | 10,000   | 10,000    | 1,700    | 16,000   | 10,000   | 31,400   | 0.55         | 17,270.00  |            |              |              |       |            |        |
| SIGN                                   | SF   | 200            | 500      | 500      | 500      | 200      | 500               | 500      | 500      | 200      | 500      | 500              | 500      | 200      | 500      | 500      | 500       | 200      | 500      | 500      | 1,600    | 55.00        | 88,000.00  |            |              |              |       |            |        |
| WATER VALVE BOX CASTING                | UN   | 2              | 13       | 7        | 7        | 2        | 13                | 7        | 7        | 2        | 13       | 7                | 7        | 2        | 13       | 7        | 7         | 2        | 13       | 7        | 29       | 680.00       | 19,720.00  |            |              |              |       |            |        |
|                                        |      |                |          |          |          |          |                   |          |          |          |          |                  |          |          |          |          |           |          |          |          |          |              |            |            | 1,579,504.00 |              |       |            |        |
|                                        |      |                |          |          |          |          |                   |          |          |          |          |                  |          |          |          |          |           |          |          |          |          |              |            |            |              | 120,496.00   |       |            |        |
|                                        |      |                |          |          |          |          |                   |          |          |          |          |                  |          |          |          |          |           |          |          |          |          |              |            |            |              | 1,700,000.00 |       |            |        |
|                                        |      |                |          |          |          |          |                   |          |          |          |          |                  |          |          |          |          |           |          |          |          |          |              |            |            |              | 175,000.00   |       |            |        |
|                                        |      |                |          |          |          |          |                   |          |          |          |          |                  |          |          |          |          |           |          |          |          |          |              |            |            |              | 0.00         |       |            |        |
|                                        |      |                |          |          |          |          |                   |          |          |          |          |                  |          |          |          |          |           |          |          |          |          |              |            |            |              | 85,000.00    |       |            |        |
|                                        |      |                |          |          |          |          |                   |          |          |          |          |                  |          |          |          |          |           |          |          |          |          |              |            |            |              | 1,960,000.00 |       |            |        |

Total  
 Contingencies  
 Total Construction Cost  
 Design  
 Right-of-Way  
 Inspection & Material Testing  
 Total Eligible Project Cost

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

City Clerk File No. Res. 13.642

Agenda No. 10.Z.7

Approved: SEP 11 2013



TITLE:

RESOLUTION TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION 2014 SAFE STREETS TO TRANSIT PROGRAM FOR THE WILSON STREET PEDESTRIAN SAFETY IMPROVEMENTS PROJECT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

**WHEREAS**, the State of New Jersey Department of Transportation announced that they are accepting grant applications for the 2014 Safe Streets to Transit Program that must be submitted through the System for Administering Grants Electronically (SAGE) before September 20, 2013; and

**WHEREAS**, the City of Jersey City, Department of Public Works, Division of Engineering, Traffic and Transportation has prepared an application identified as SST-2014 – Jersey City-00008; and

**WHEREAS**, the City of Jersey City is requesting funding from the New Jersey Department of Transportation for the Wilson Street Pedestrian Safety Improvements in the vicinity of the Liberty State Park NJ Transit Hudson Bergen Light Rail (HBLRT) Station; and

**WHEREAS**, the City of Jersey City agrees that it shall be required to appropriate funds for state non-participating items such as police salary hours and/or other ineligible cost of the project; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City formally approves the grant application for the above stated project; and

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as SST-2014-Jersey City-00008 to the New Jersey Department of Transportation on behalf of the City of Jersey City.

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement and establish an account for the grant.

TITLE:

**RESOLUTION TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION 2014 SAFE STREETS TO TRANSIT PROGRAM FOR THE WILSON STREET PEDESTRIAN SAFETY IMPROVEMENTS PROJECT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

Certified as a true copy of the Resolution adopted by Council,  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

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

\_\_\_\_\_  
Presiding Officer  
Steven M. Fulop, Mayor 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 9.11.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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 F. Lavarro, Jr., President of Council

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

**RESOLUTION 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 TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION 2014 SAFE STREETS TO TRANSIT PROGRAM FOR THE WILSON STREET PEDESTRIAN SAFETY IMPROVEMENTS PROJECT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

Stanley Huang, P.E. City Engineer

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

This resolution gives authorization to apply and execute a grant agreement with NJDOT 2014 Safe Streets to Transit Program to implement a pedestrian safety initiative at Wilson Street between the New Jersey Transit Park & Ride and Jersey City Boulevard (Liberty Science Center).

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

This project is being proposed due to poor lighting conditions and a history of crimes being reported in the vicinity. There is an urgent need to improve the overall safety of riders walking to and from the New Jersey Transit-Liberty State Park station from the surrounding neighborhood and the Liberty Science Center at Jersey City Boulevard. The scope of project includes, but not limited to the installation of high intensity decorative street lighting, reconstruction of deteriorated curbs and sidewalks with new handicap curb ramps and sidewalks with detectable warning services, textured pavements and crosswalks.

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

The implementation of the pedestrian safety improvements will create safer walker conditions around the light rail transit station and increase ridership. It will encourage walking to the Liberty Science Center and Liberty State Park using Wilson Street because residents, commuters, visitors, and employees of LSC will feel safer with improved lighting conditions at the walkway beneath the NJ Turnpike and Railroad bridge.

**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):**

|                       |                                                                          |
|-----------------------|--------------------------------------------------------------------------|
| Engineer's Estimate:  | \$130,000                                                                |
| Amount Requested:     | <u>\$ 90,000</u>                                                         |
| Estimated City Share: | \$ 40,000 (State non-participating items not eligible for reimbursement) |

State non-participating items typically include – Design, Police Salary Hours, Construction Management/Inspection, and Material Testing; these items can be funded with city funds or other grant sources. The following steps, amongst others, take place prior to the start of construction:

- 1) Award of Grant
- 2) City establishes grant revenue item
- 3) Project proceeds for public bidding
- 4) City awards to lowest responsible bidder and forwards to NJDOT for concurrence.

In the event that NJDOT approves funds in an amount less than requested, the city, at its option, 1) May either rescind the Grant Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds, or 3) reevaluate the project limits or scope and submit a letter of justification to NJDOT for approval. In the event the City rescinds the grant agreement, the allotted funds shall revert to the source of the funding.

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

Bid documents could be ready within 12 months of the notification of application approval.

**8. Anticipated Completion Date:**

Determined upon Grant Award

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

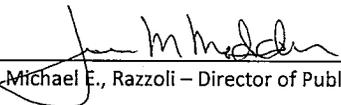
Stanley Huang, P.E., City Engineer 201-547-5965

**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.

  
\_\_\_\_\_  
Stanley Huang, P.E., Jersey City Municipal Engineer

9/5/13  
Date

  
\_\_\_\_\_  
Michael E., Razzoli – Director of Public Works

9/6/13  
Date



# STATE OF NEW JERSEY SAGE

System for Administering Grants Electronically

Application: SST-2014-Jersey City-00008  
Status: Application In Process  
User: Dawn Odom  
Role: Agency Administrator  
Logout

[Main Menu](#) | [Proposal Menu](#)

Main Menu ▶

### INFORMATION

**Organization:** [Jersey City](#)  
**Application:** SST-2014-Jersey City-00008  
**Status:** Application In Process  
**Due:** 9/20/2013 11:59:59 PM

### ADD NOTE

### STATUS MANAGEMENT

#### Next Possible Statuses:

Application Submitted ▼

**CHANGE STATUS**

### MANAGEMENT ACTIVITIES

- [-] My Reports/Queries
  - [...] [Ad-Hoc Queries](#)
- [-] Manual
  - [...] [Safe Streets to Transit Handbook](#)
  - [...] [NJDOT - Local Aid Applicant User Manual](#)
- [-] Terms and Conditions
  - [...] [NJDOT - Terms and Conditions](#)
  - [...] [N.J.A.C. 16:20B](#)
- [-] Administrative Links
  - [...] [Add/Edit Organizations](#)
  - [...] [Add/Edit People](#)
  - [...] [Check for Errors](#)
  - [...] [Status History](#)
  - [...] [Date Modification Request](#)

### FORMS

- [...] [Type of Improvement \(1\)](#)
- [-] Pedestrian Safety
  - [...] [Project Name \(1\)](#)
  - [...] [Project Location \(1\)](#)
  - [...] [Safe Streets to Transit Data Sheet \(1\)](#)
  - [...] [Scope Of Work \(1\)](#)
  - [...] [Total Estimated Cost of Improvement \(1\)](#)
- [...] [Applicant Information Copy \(1\)](#)
- [...] [Signature Page \(1\)](#)

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Grant Application for State Aid to

Counties and Municipalities

Safe Streets to Transit 2014

SST-2014-Jersey City-00008

Pedestrian\_Safety

Type of Improvement

Infrastructure

Purpose

- |                                                       |                                                                                                                                     |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Mobility                     | Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, park & ride, signal optimization).         |
| <input checked="" type="checkbox"/> Pedestrian Safety | Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass). |

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Grant Application for State Aid to

Counties and Municipalities

Safe Streets to Transit 2014

SST-2014-Jersey City-00008

Pedestrian\_Safety

Project Name

**Note:** If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, download an excel spreadsheet, fill it out and attach it below.

Project Title: Wilson Street Pedestrian Safety Improvements under the NJ Turnpike and Railroad Bridge

From: Jersey City Boulevard

To: HBLRT Station

Project Distance (Miles): 0.05

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Grant Application for State Aid to

Counties and Municipalities

Safe Streets to Transit 2014

SST-2014-Jersey City-00008

Pedestrian\_Safety

PROJECT LOCATION

County to filter by: Hudson County

Municipalities:

Jersey City

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**Grant Application for State Aid to**

**Counties and Municipalities**

Safe Streets to Transit 2014

SST-2014-Jersey City-00008

Pedestrian\_Safety

**Safe Streets to Transit Data Sheet**

- New Sidewalk
- Pedestrian Walkway
- Pedestrian Overpass
- Pedestrian Underpass
- Pedestrian Bridge
- Crosswalk
- Sidewalk Replacement
- Traffic Signal
- Signage
- Warning Devices
- Traffic Calming
- Intersection Improvement
- Lighting

|                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                              |                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------------|
| Is the proposed pedestrian project located within 0.5 mile radius of transit station, bus stop, or ferry terminal?                                                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> Yes                      | <input type="checkbox"/> No                                                      |
| Does the project remove hazardous conditions and/or remove barriers for pedestrians at street crossings on the pedestrian route to the transit node?                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> Yes                      | <input type="checkbox"/> No                                                      |
| Does the project improve overall safety along existing pedestrian walkway or path to the transit node?                                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> Yes                      | <input type="checkbox"/> No                                                      |
| Does the project improve pedestrian access and network connectivity by:<br><br>Providing a pedestrian route where there is none?<br>Adding missing segments of walkways?                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Yes<br><input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No<br><input checked="" type="checkbox"/> No |
| Is the transit stop part of a walking route to a public or private school located within the one (1) mile radius? (If so, show on location map on Scope of Work page)                                                                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/> Yes                      | <input type="checkbox"/> No                                                      |
| Have there been any reported accidents or incidents involving pedestrians within the project limits within the last three years?<br>If yes, please attach police report(s) here: 689769-WilsonStreet-Jerse                                                                                                                                                                                                                                              | <input checked="" type="checkbox"/> Yes                      | <input type="checkbox"/> No                                                      |
| Will the project be ready for construction within 18 months from the time the grant is awarded? (Please provide a work schedule with the scope of work)<br><br>The City of Jersey City Department of Engineering has already been in contact with PSE&G in order to secure preliminary design estimates for the lighting under the bridges. No right-of-way or permits are required. Bid documents could be ready within six month of funding approval. |                                                              |                                                                                  |

# Grant Application for State Aid to

## Counties and Municipalities

Safe Streets to Transit 2014

SST-2014-Jersey City-00008

Pedestrian\_Safety

### Scope of Work

The safety of the pedestrians in the vicinity of the Liberty State Park NJ Transit Hudson Bergen Light Rail Transit (HBLRT) Station located at the end of Wilson Street has become of primary importance to the City of Jersey City. In order to access the station from the east side of Jersey City, one must walk under a NJ Turnpike Bridge, and a Railroad Bridge. The area is poorly lighted and is an ideal location for muggers.

This area is a very high generator of pedestrian traffic due to the location of the HBLRT Station, Liberty Science Center and Liberty State Park. A map illustrating the project site to these venues is attached to the application. The area is of particular concern to the employees of Liberty Science Center many who walk to and from the HBLRT Station from 7:00 am to 11:00 pm.

The Liberty State Park HBLRT Station is located between Communipaw Avenue and Johnston Avenue. The station has been open since 2000. Northbound service from the station is available to Hoboken Terminal and Tonnelles Avenue (US 1 & 9) in North Bergen. Southbound service is available to terminals at West Side Avenue in Jersey City or 8th Street in the City of Bayonne. Connections to PATH trains to Midtown Manhattan and to New Jersey Transit commuter train service are available at the Hoboken Terminal.

Liberty Science Center is an interactive science museum and learning center located in Liberty State Park. The center, which opened in 1993 as New Jersey's first major state science museum, has science exhibits, the world's largest IMAX Dome theater, numerous educational resources, and the original Hoberman sphere, a silver, computer-driven engineering artwork. Liberty Science Center recently reopened after an expansion of almost double the original size.

Liberty State Park was opened on Flag Day, June 14, 1976, as New Jersey's bicentennial gift to the nation. Most of this 1,122-acre park is open space with approximately 300 acres developed for public recreation. It is the number 1 attraction in the state due in part to providing access to the Statue of Liberty.

Scope Of Work

SST-2014-Jersey City-00008

txtScopeWork continued

Due to the large number of pedestrians using the walkway between the HBLRT and Liberty State Park and Liberty Science Center both residents of Jersey City and tourist from all over the world face a high safety risk. Many children from the area schools walk to and from Liberty Science Center and especially Liberty State Park. This project proposes but is not limited to the following safety improvements:

Installation of high intensity decorative street lights  
Repair of broken or deteriorated concrete curb and sidewalk  
Bicycle safe catch basin grates where required for added cyclist safety  
Installation of curb ramps with detectable warning surfaces where required  
Textured pavement crosswalks  
Surveillance cameras (optional)

The Jersey City Department of Engineering has already been in contact with PSE&G in order to secure preliminary design estimates for the lighting under the bridges. No right-of-way or permits are required. Bid documents could be ready within six months of notification of application approval.

Other projects in the area that have been completed by Jersey City in order to improve safety for both vehicular and pedestrian traffic are the following:

Jersey City Boulevard/Phillip Street Intersection Improvement  
Phillip Street Sidewalk  
Jersey City Bikeway System  
Destination: Jersey City (Phase 1 and 2)

Please note, the City of Jersey City recently adopted a Complete Streets policy.

In 2008 this area along the Gateway Park & Ride access road between Wilson Street and Johnston Avenue was the site of a brutal mugging and slaying of a pedestrian walking to the station. A copy of the police report is attached

Scope Of Work

SST-2014-Jersey City-00008

txtScopeWork continued

along with other police reports covering a period from 2008 through present.

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Grant Application for State Aid to

Counties and Municipalities

Safe Streets to Transit 2014

SST-2014-Jersey City-00008

Pedestrian\_Safety

Scope of Work cont'd

Location Map - 8.5 x 11 only - showing project limits

689770-WilsonStreet-JerseyCity-Map.pdf

**Note: All information must be clear and legible with street names labeled.**

You may include photos with your application by uploading them here:

689770-WilsonStreet-JerseyCity-Photogr

Does this project include a traffic signal?  Yes  No

If **Yes**, please attach authorization to design or install if available

Will the project meet AASHTO standards?  Yes  No

If **No**, list Design Exceptions below

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Grant Application for State Aid to

Counties and Municipalities

Safe Streets to Transit 2014

SST-2014-Jersey City-00008

Pedestrian\_Safety

Total Estimated Cost of Improvement

|                                                                                                                                         |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Construction Cost:                                                                                                                      | \$103,000.00        |
| Please attach a Detailed Construction Cost Estimate:<br>(Word, Excel, or PDF format please) 689771-WilsonStreet-JerseyCity-Estimate.pdf |                     |
| Design Engineering:<br>(List only if eligible for Urban Aid or as a Depressed Rural Center)                                             | \$12,000.00         |
| Right-of-Way:<br>(List only if eligible for Urban Aid or as a Depressed Rural Center)                                                   | \$0                 |
| Construction Inspection and Material Testing if requesting:<br>(15% of the final allowable construction cost maximum)                   | \$15,000.00         |
| <b>Total Estimated Cost:</b>                                                                                                            | <b>\$130,000.00</b> |
| <b>Total Requested Amount:</b>                                                                                                          | <b>\$90,000.00</b>  |

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# Cost Estimate

## Wilson Street Pedestrian Safety Improvements Jersey City Hudson County

| DESCRIPTION                                    | QUANTITY | UNIT | UNIT PRICE | AMOUNT     |
|------------------------------------------------|----------|------|------------|------------|
| Construction Signs                             | 64       | SF   | 30.00      | 1,920.00   |
| Breakaway Barricade                            | 10       | UN   | 35.00      | 350.00     |
| Drum                                           | 15       | UN   | 25.00      | 375.00     |
| Traffic Cone                                   | 15       | UN   | 15.00      | 225.00     |
| Traffic Director, Flagger                      | 160      | HR   | 58.03      | 9,284.80   |
| Bicycle Safe Grate                             | 4        | UN   | 400.00     | 1,600.00   |
| Curb Piece                                     | 4        | UN   | 450.00     | 1,800.00   |
| Concrete Sidewalk, 4" Thick                    | 100      | SY   | 45.00      | 4,500.00   |
| Detectable Warning Surface                     | 5        | SY   | 350.00     | 1,750.00   |
| 9" x 18" Concrete Vertical Curb                | 200      | LF   | 25.00      | 5,000.00   |
| Traffic Stripes, Thermoplastic                 | 100      | LF   | 1.50       | 150.00     |
| Textured Pavement Crosswalk                    | 240      | SF   | 19.00      | 4,560.00   |
| Decorative High Intensity Street Light         | 4        | UN   | 8,000.00   | 32,000.00  |
| Surveillance Camera                            | 2        | UN   | 12,000.00  | 24,000.00  |
| Total                                          |          |      |            | 87,514.80  |
| Contingencies                                  |          |      |            | 15,485.20  |
| Total Construction Cost                        |          |      |            | 103,000.00 |
| Design                                         |          |      |            | 12,000.00  |
| Right-Of-Way                                   |          |      |            | 0.00       |
| Construction Management (Inspection & Testing) |          |      |            | 15,000.00  |
| Total Project Cost                             |          |      |            | 130,000.00 |
| Municipal Share                                |          |      |            | 40,000.00  |
| Total Project Funding Request Amount           |          |      |            | 90,000.00  |

Grant Application for State Aid to

Counties and Municipalities

Safe Streets to Transit 2014

SST-2014-Jersey City-00008

Pedestrian\_Safety

Signature Page

Title of presiding officer who will be signing this application/agreement:  
Mayor

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**ACCIDENT DATA AT WILSON STREET AND SURROUNDING AREA**

| LOCATION              | Dist. | Int | SECONDARY STREET      | DATE       | DAY | Time  | PD/PI/PED     | DESCRIPTION                 | ROAD AND WEATHER<br>CONDITION | DAMAGE TO TRAFFIC<br>EQUIPMENT |
|-----------------------|-------|-----|-----------------------|------------|-----|-------|---------------|-----------------------------|-------------------------------|--------------------------------|
| AUDREY ZAPP DRIVE     | 300ft | W   | PHILLIP STREET        | 12/19/2008 | FRI | 14:09 | PD/PI         | Out of Control              | Snowy & Snow                  |                                |
| AUDREY ZAPP DRIVE     |       | IN  | PHILLIP STREET        | 3/22/2009  | SUN | 3:09  | PD            | Rear-Ended                  | Dry & Clear                   |                                |
| AUDREY ZAPP DRIVE     | 20ft  | S   | PHILLIP STREET        | 5/25/2009  | MON | 17:47 | PD            | Side Swipe                  | Dry & Clear                   |                                |
| AUDREY ZAPP DRIVE     | 75ft  | E   | PHILLIP STREET        | 8/28/2009  | FRI | 1:30  | PD            | Security Gate               | Dry & Clear                   |                                |
| AUDREY ZAPP DRIVE     |       | IN  | PHILLIP STREET        | 9/4/2010   | SAT | 1:20  | PD            | Out of Control              | Dry & Clear                   |                                |
| PHILLIP STREET        |       | IN  | AUDREY ZAPP DRIVE     | 6/1/2008   | SUN | 17:11 | PD            | Left Turn                   | Dry & Clear                   |                                |
| PHILLIP STREET        |       | IN  | AUDREY ZAPP DRIVE     | 8/26/2009  | WED | 9:50  | PD/PI/P-cycle | Side Swipe                  | Dry & Clear                   |                                |
| PHILLIP STREET        |       | IN  | AUDREY ZAPP DRIVE     | 1/28/2010  | THU | 9:00  | PD            | Rear-Ended                  | Snowy/Icy & Snow              |                                |
| PHILLIP STREET        |       | IN  | AUDREY ZAPP DRIVE     | 5/2/2011   | MON | 9:13  | PD            | Rear-Ended                  | Dry & Clear                   |                                |
| PHILLIP STREET        | 70ft  | S   | AUDREY ZAPP DRIVE     | 8/15/2011  | MON | 13:00 | PD            | Rear-Ended                  | Wet & Rain                    |                                |
| PHILLIP STREET        | 50ft  | N   | JERSEY CITY BOULEVARD | 7/26/2008  | SAT | 11:49 | PD            | Side Swipe/night turn       | Dry & Clear                   |                                |
| PHILLIP STREET        | 20ft  | S   | JERSEY CITY BOULEVARD | 7/29/2008  | TUE | 15:00 | PD            | Side Swipe/unparking        | Dry & Clear                   |                                |
| PHILLIP STREET        | 500ft | W   | JERSEY CITY BOULEVARD | 12/11/2008 | THU | 19:31 | PD            | Side Swipe/parked car       | Wet & Rain                    |                                |
| PHILLIP STREET        |       | IN  | JERSEY CITY BOULEVARD | 12/21/2008 | SUN | 8:20  | PD            | Front-Ended/out of contrl.  | Icy & Freeze-g.Rain           |                                |
| PHILLIP STREET        |       | IN  | JERSEY CITY BOULEVARD | 6/30/2009  | TUE | 17:17 | PD            | Side Swipe                  | Wet & Rain                    |                                |
| PHILLIP STREET        | 300ft | N   | JERSEY CITY BOULEVARD | 3/2/2010   | TUE | 6:34  | PD/PI         | Out of Control              | Wet & Snow                    |                                |
| PHILLIP STREET        |       | IN  | JERSEY CITY BOULEVARD | 8/7/2010   | SAT | 18:26 | PD            | Side Swipe/unparking        | Dry & Clear                   |                                |
| PHILLIP STREET        | 500ft | N   | JERSEY CITY BOULEVARD | 2/12/2011  | SAT | 14:06 | PD            | Car on Fire                 | Dry & Clear                   |                                |
| PHILLIP STREET        | 250ft | S   | JERSEY CITY BOULEVARD | 9/10/2011  | SAT | 17:27 | PD            | Over head wires             | Dry & Overcast                |                                |
| PHILLIP STREET        |       | S   | JERSEY CITY BOULEVARD | 2/21/2012  | TUE | 8:57  | PD/PI/Vespar  | Out of Control              | Dry & Clear                   |                                |
| PHILLIP STREET        |       | N   | JERSEY CITY BOULEVARD | 5/20/2013  | MON | 17:59 | PD            | Side Swipe                  | Dry & Clear                   |                                |
| PHILLIP STREET        | 10ft  | S   | JERSEY CITY BOULEVARD | 7/25/2013  | THU | 19:53 | PD            | Front-Ended/backing-up      | Dry & Clear                   |                                |
| JERSEY CITY BOULEVARD |       |     | PHILLIP STREET        | 11/6/2010  | SAT | 20:19 | PD            | Side Swipe/U-Turn           | Dry & Clear                   |                                |
| JERSEY CITY BOULEVARD |       | IN  | PHILLIP STREET        | 7/3/2011   | SUN | 9:44  | PD            | Front-Ended/backing-up      | Wet & Rain                    |                                |
| JERSEY CITY BOULEVARD | 300ft | W   | PHILLIP STREET        | 7/24/2011  | SUN | 16:09 | PD            | Side Swipe/unparking        | Dry & Clear                   |                                |
| JERSEY CITY BOULEVARD |       | IN  | PHILLIP STREET        | 6/1/2013   | SAT | 15:30 | PD            | Backing-out fr. park'g.spa. | Dry & Clear                   |                                |
| JERSEY CITY BOULEVARD |       | E   | GATEWAY DRIVE         | 1/20/2009  | TUE | 9:12  | PD            | Side Swipe                  | Wet & Clear                   |                                |
| WILSON STREET         |       | IN  | GATEWAY DRIVE         | 7/31/2008  | THU | 10:15 | PD            | Out of Control              | Dry & Clear                   | Traffic Signal Pole            |
| JOHNSTON AVENUE       |       | IN  | GATEWAY DRIVE         | 8/21/2007  | TUE | 8:19  | PD/PI         | Rear-Ended                  | Wet & Rain                    |                                |
| JOHNSTON AVENUE       | 75ft  | E   | GATEWAY DRIVE         | 6/13/2010  | SUN | 15:39 | PD            | Side Swipe                  | Wet & Rain                    |                                |
| JOHNSTON AVENUE       | 240ft | W   | PHILLIP STREET        | 7/28/2008  | MON | 17:05 | PD/PI/M-cycle | Out of Control              | Dry & Clear                   |                                |
| JOHNSTON AVENUE       |       | W   | PHILLIP STREET        | 2/18/2010  | THU | 20:30 | PD            | Out of Control              | Icy & Clear                   |                                |
| JOHNSTON AVENUE       |       | IN  | PHILLIP STREET        | 7/22/2010  | THU | 19:15 | PD            | Out of Control/ left turn   | Dry & Clear                   |                                |
| JOHNSTON AVENUE       |       | IN  | PHILLIP STREET        | 2/28/2012  | TUE | 17:09 | PD/PI         | Rear-Ended                  | Dry & Clear                   |                                |
| JOHNSTON AVENUE       |       | IN  | PHILLIP STREET        | 8/12/2013  | MON | 15:10 | PD            | Rear-Ended                  | Dry & Clear                   |                                |

JERSEY CITY POLICE DEPT INVESTIGATION REPORT

|                                                                                                                      |  |              |                          |  |                                                                                         |                           |                                                                                                        |                                                                                |                                                                             |                  |
|----------------------------------------------------------------------------------------------------------------------|--|--------------|--------------------------|--|-----------------------------------------------------------------------------------------|---------------------------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------|
| JERSEY CITY POLICE DEPT                                                                                              |  | 2. Mun. Code | 3. Phone Number and Ext. |  | 4. UCR#                                                                                 | 19. Prosecutor's Case No. | 20. Department File No.                                                                                | <input type="checkbox"/> Co-op<br><input checked="" type="checkbox"/> Original |                                                                             |                  |
| District: EAST                                                                                                       |  | 0906         | 201-647-5408             |  | D112                                                                                    |                           | 08-027250                                                                                              |                                                                                |                                                                             |                  |
| 6. Crime / Incident<br>Poss. Weap. Unlaw. Purp./Other Weapons<br>Unlawful Possession of Weapons<br>Criminal Homicide |  |              |                          |  | 8. NJ Statute<br>(1) 2C:39-6d<br>(1) 2C:39-6<br>(1) 2C:11-2                             |                           | 21. Victim (First, Middle, Last)<br>Michael Fucelle                                                    |                                                                                |                                                                             |                  |
| DATE AND TIME                                                                                                        |  |              |                          |  | 7. Between<br><input checked="" type="checkbox"/> 0853<br><input type="checkbox"/> 0900 | 8. Hour                   | 9. Day<br>Thu                                                                                          | 10. Month<br>08                                                                | 11. Date<br>04                                                              | 12. Year<br>2008 |
| 13. Crime / Incident Location<br>LIGHT RAIL & JOHNSTON AVE JERSEY CITY NJ 07308 (US)                                 |  |              |                          |  | 14. Municipality<br>JERSEY CITY                                                         |                           | 15. County<br>HUDSON                                                                                   |                                                                                | 16. Referred To<br>INGRED.                                                  |                  |
| 17. Type of Premises and Code<br>RAIL/BUS FACILITIES                                                                 |  |              |                          |  | 18. Weapons / Tools and Code<br>OTHER CUTTING                                           |                           | 22. Person Reporting Crime / Incident<br>Merrill Lynch<br>95 Greene St, Jersey City NJ 07302-3815 (US) |                                                                                | 23. D.O.B / Age<br>01/01/1976 32                                            |                  |
| 31. Mode of Offense / How Committed<br>Assaulted with cutting device (knife) causing death                           |  |              |                          |  | 26. Victim's Address (City, State, Zip)<br>85 Rose St<br>Metuchen NJ 08840-2350 (US)    |                           | 27. Employer's Address<br>Merrill Lynch<br>95 Greene St, Jersey City NJ 07302-3815 (US)                |                                                                                | 24. Sex<br>M                                                                |                  |
| 33. Vehicle                                                                                                          |  |              |                          |  | 34. Body Type                                                                           |                           | 35. Color                                                                                              |                                                                                | 25. Race<br>WHITE                                                           |                  |
| 36. VIN Number or Identification                                                                                     |  |              |                          |  | 37. Registration # and State                                                            |                           | 38. Year                                                                                               |                                                                                | 28. Date and Time<br>9/4/2008 08:49                                         |                  |
| 39. Make/Model                                                                                                       |  |              |                          |  | 40. Currency                                                                            |                           | 41. Jewelry                                                                                            |                                                                                | 29. Date and Time<br>9/4/2008 08:49                                         |                  |
| 42. Value Stolen Property                                                                                            |  |              |                          |  | 43. Furs                                                                                |                           | 44. Clothing                                                                                           |                                                                                | 30. Date and Time<br>9/4/2008 08:49                                         |                  |
| 45. Total Value Stolen                                                                                               |  |              |                          |  | 46. Total Value Recovered                                                               |                           | 47. Telephone Alarm Call #                                                                             |                                                                                | 31. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 48. Technician Services                                                                                              |  |              |                          |  | 49. Technician and Agency                                                               |                           | 50. Evidence                                                                                           |                                                                                | 32. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 51. Weather<br>CLEAR                                                                                                 |  |              |                          |  | 52. Evidence Bag No.                                                                    |                           | 53. VIN #                                                                                              |                                                                                | 33. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 54. Crime Reference #                                                                                                |  |              |                          |  | 55. Evidence                                                                            |                           | 56. Disposition                                                                                        |                                                                                | 34. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 57. Chem. Lab. No.                                                                                                   |  |              |                          |  | 58. MV Ballistic No.                                                                    |                           | 59. MV Summons No.                                                                                     |                                                                                | 35. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 60.                                                                                                                  |  |              |                          |  | 61. No Arrested                                                                         |                           | 62. Adult                                                                                              |                                                                                | 36. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 63. Juvenile                                                                                                         |  |              |                          |  | 64. Crime Status                                                                        |                           | 65. Case Status                                                                                        |                                                                                | 37. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 66.                                                                                                                  |  |              |                          |  | 67.                                                                                     |                           | 68.                                                                                                    |                                                                                | 38. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 69. Name                                                                                                             |  |              |                          |  | 70. Involvement                                                                         |                           | 71. Address                                                                                            |                                                                                | 39. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 72. Name                                                                                                             |  |              |                          |  | 73. Arrested                                                                            |                           | 74. Address                                                                                            |                                                                                | 40. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 75. Name                                                                                                             |  |              |                          |  | 76. Victim                                                                              |                           | 77. Address                                                                                            |                                                                                | 41. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 78. Name                                                                                                             |  |              |                          |  | 79. Witness                                                                             |                           | 80. Address                                                                                            |                                                                                | 42. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 81. Name                                                                                                             |  |              |                          |  | 82. Arrested                                                                            |                           | 83. Address                                                                                            |                                                                                | 43. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 84. Name                                                                                                             |  |              |                          |  | 85. Victim                                                                              |                           | 86. Address                                                                                            |                                                                                | 44. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 87. Name                                                                                                             |  |              |                          |  | 88. Witness                                                                             |                           | 89. Address                                                                                            |                                                                                | 45. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 90. Name                                                                                                             |  |              |                          |  | 91. Arrested                                                                            |                           | 92. Address                                                                                            |                                                                                | 46. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 93. Name                                                                                                             |  |              |                          |  | 94. Victim                                                                              |                           | 95. Address                                                                                            |                                                                                | 47. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 96. Name                                                                                                             |  |              |                          |  | 97. Witness                                                                             |                           | 98. Address                                                                                            |                                                                                | 48. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 99. Name                                                                                                             |  |              |                          |  | 100. Arrested                                                                           |                           | 101. Address                                                                                           |                                                                                | 49. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 102. Name                                                                                                            |  |              |                          |  | 103. Victim                                                                             |                           | 104. Address                                                                                           |                                                                                | 50. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 105. Name                                                                                                            |  |              |                          |  | 106. Witness                                                                            |                           | 107. Address                                                                                           |                                                                                | 51. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 108. Name                                                                                                            |  |              |                          |  | 109. Arrested                                                                           |                           | 110. Address                                                                                           |                                                                                | 52. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 111. Name                                                                                                            |  |              |                          |  | 112. Victim                                                                             |                           | 113. Address                                                                                           |                                                                                | 53. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 114. Name                                                                                                            |  |              |                          |  | 115. Witness                                                                            |                           | 116. Address                                                                                           |                                                                                | 54. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 117. Name                                                                                                            |  |              |                          |  | 118. Arrested                                                                           |                           | 119. Address                                                                                           |                                                                                | 55. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 120. Name                                                                                                            |  |              |                          |  | 121. Victim                                                                             |                           | 122. Address                                                                                           |                                                                                | 56. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 123. Name                                                                                                            |  |              |                          |  | 124. Witness                                                                            |                           | 125. Address                                                                                           |                                                                                | 57. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 126. Name                                                                                                            |  |              |                          |  | 127. Arrested                                                                           |                           | 128. Address                                                                                           |                                                                                | 58. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 129. Name                                                                                                            |  |              |                          |  | 130. Victim                                                                             |                           | 131. Address                                                                                           |                                                                                | 59. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 132. Name                                                                                                            |  |              |                          |  | 133. Witness                                                                            |                           | 134. Address                                                                                           |                                                                                | 60. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 135. Name                                                                                                            |  |              |                          |  | 136. Arrested                                                                           |                           | 137. Address                                                                                           |                                                                                | 61. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 138. Name                                                                                                            |  |              |                          |  | 139. Victim                                                                             |                           | 140. Address                                                                                           |                                                                                | 62. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 141. Name                                                                                                            |  |              |                          |  | 142. Witness                                                                            |                           | 143. Address                                                                                           |                                                                                | 63. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 144. Name                                                                                                            |  |              |                          |  | 145. Arrested                                                                           |                           | 146. Address                                                                                           |                                                                                | 64. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 147. Name                                                                                                            |  |              |                          |  | 148. Victim                                                                             |                           | 149. Address                                                                                           |                                                                                | 65. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 150. Name                                                                                                            |  |              |                          |  | 151. Witness                                                                            |                           | 152. Address                                                                                           |                                                                                | 66. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 153. Name                                                                                                            |  |              |                          |  | 154. Arrested                                                                           |                           | 155. Address                                                                                           |                                                                                | 67. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 156. Name                                                                                                            |  |              |                          |  | 157. Victim                                                                             |                           | 158. Address                                                                                           |                                                                                | 68. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 159. Name                                                                                                            |  |              |                          |  | 160. Witness                                                                            |                           | 161. Address                                                                                           |                                                                                | 69. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 162. Name                                                                                                            |  |              |                          |  | 163. Arrested                                                                           |                           | 164. Address                                                                                           |                                                                                | 70. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 165. Name                                                                                                            |  |              |                          |  | 166. Victim                                                                             |                           | 167. Address                                                                                           |                                                                                | 71. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 168. Name                                                                                                            |  |              |                          |  | 169. Witness                                                                            |                           | 170. Address                                                                                           |                                                                                | 72. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 171. Name                                                                                                            |  |              |                          |  | 172. Arrested                                                                           |                           | 173. Address                                                                                           |                                                                                | 73. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 174. Name                                                                                                            |  |              |                          |  | 175. Victim                                                                             |                           | 176. Address                                                                                           |                                                                                | 74. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 177. Name                                                                                                            |  |              |                          |  | 178. Witness                                                                            |                           | 179. Address                                                                                           |                                                                                | 75. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 180. Name                                                                                                            |  |              |                          |  | 181. Arrested                                                                           |                           | 182. Address                                                                                           |                                                                                | 76. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 183. Name                                                                                                            |  |              |                          |  | 184. Victim                                                                             |                           | 185. Address                                                                                           |                                                                                | 77. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 186. Name                                                                                                            |  |              |                          |  | 187. Witness                                                                            |                           | 188. Address                                                                                           |                                                                                | 78. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 189. Name                                                                                                            |  |              |                          |  | 190. Arrested                                                                           |                           | 191. Address                                                                                           |                                                                                | 79. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 192. Name                                                                                                            |  |              |                          |  | 193. Victim                                                                             |                           | 194. Address                                                                                           |                                                                                | 80. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 195. Name                                                                                                            |  |              |                          |  | 196. Witness                                                                            |                           | 197. Address                                                                                           |                                                                                | 81. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 198. Name                                                                                                            |  |              |                          |  | 199. Arrested                                                                           |                           | 200. Address                                                                                           |                                                                                | 82. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 201. Name                                                                                                            |  |              |                          |  | 202. Victim                                                                             |                           | 203. Address                                                                                           |                                                                                | 83. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 204. Name                                                                                                            |  |              |                          |  | 205. Witness                                                                            |                           | 206. Address                                                                                           |                                                                                | 84. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 207. Name                                                                                                            |  |              |                          |  | 208. Arrested                                                                           |                           | 209. Address                                                                                           |                                                                                | 85. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 210. Name                                                                                                            |  |              |                          |  | 211. Victim                                                                             |                           | 212. Address                                                                                           |                                                                                | 86. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 213. Name                                                                                                            |  |              |                          |  | 214. Witness                                                                            |                           | 215. Address                                                                                           |                                                                                | 87. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 216. Name                                                                                                            |  |              |                          |  | 217. Arrested                                                                           |                           | 218. Address                                                                                           |                                                                                | 88. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 219. Name                                                                                                            |  |              |                          |  | 220. Victim                                                                             |                           | 221. Address                                                                                           |                                                                                | 89. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 222. Name                                                                                                            |  |              |                          |  | 223. Witness                                                                            |                           | 224. Address                                                                                           |                                                                                | 90. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 225. Name                                                                                                            |  |              |                          |  | 226. Arrested                                                                           |                           | 227. Address                                                                                           |                                                                                | 91. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 228. Name                                                                                                            |  |              |                          |  | 229. Victim                                                                             |                           | 230. Address                                                                                           |                                                                                | 92. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 231. Name                                                                                                            |  |              |                          |  | 232. Witness                                                                            |                           | 233. Address                                                                                           |                                                                                | 93. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 234. Name                                                                                                            |  |              |                          |  | 235. Arrested                                                                           |                           | 236. Address                                                                                           |                                                                                | 94. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 237. Name                                                                                                            |  |              |                          |  | 238. Victim                                                                             |                           | 239. Address                                                                                           |                                                                                | 95. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 240. Name                                                                                                            |  |              |                          |  | 241. Witness                                                                            |                           | 242. Address                                                                                           |                                                                                | 96. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 243. Name                                                                                                            |  |              |                          |  | 244. Arrested                                                                           |                           | 245. Address                                                                                           |                                                                                | 97. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 246. Name                                                                                                            |  |              |                          |  | 247. Victim                                                                             |                           | 248. Address                                                                                           |                                                                                | 98. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 249. Name                                                                                                            |  |              |                          |  | 250. Witness                                                                            |                           | 251. Address                                                                                           |                                                                                | 99. Physical / Clothing Description<br>Black male; green shirt; blue jeans  |                  |
| 252. Name                                                                                                            |  |              |                          |  | 253. Arrested                                                                           |                           | 254. Address                                                                                           |                                                                                | 100. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 255. Name                                                                                                            |  |              |                          |  | 256. Victim                                                                             |                           | 257. Address                                                                                           |                                                                                | 101. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 258. Name                                                                                                            |  |              |                          |  | 259. Witness                                                                            |                           | 260. Address                                                                                           |                                                                                | 102. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 261. Name                                                                                                            |  |              |                          |  | 262. Arrested                                                                           |                           | 263. Address                                                                                           |                                                                                | 103. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 264. Name                                                                                                            |  |              |                          |  | 265. Victim                                                                             |                           | 266. Address                                                                                           |                                                                                | 104. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 267. Name                                                                                                            |  |              |                          |  | 268. Witness                                                                            |                           | 269. Address                                                                                           |                                                                                | 105. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 270. Name                                                                                                            |  |              |                          |  | 271. Arrested                                                                           |                           | 272. Address                                                                                           |                                                                                | 106. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 273. Name                                                                                                            |  |              |                          |  | 274. Victim                                                                             |                           | 275. Address                                                                                           |                                                                                | 107. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 276. Name                                                                                                            |  |              |                          |  | 277. Witness                                                                            |                           | 278. Address                                                                                           |                                                                                | 108. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 279. Name                                                                                                            |  |              |                          |  | 280. Arrested                                                                           |                           | 281. Address                                                                                           |                                                                                | 109. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 282. Name                                                                                                            |  |              |                          |  | 283. Victim                                                                             |                           | 284. Address                                                                                           |                                                                                | 110. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 285. Name                                                                                                            |  |              |                          |  | 286. Witness                                                                            |                           | 287. Address                                                                                           |                                                                                | 111. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 288. Name                                                                                                            |  |              |                          |  | 289. Arrested                                                                           |                           | 290. Address                                                                                           |                                                                                | 112. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 291. Name                                                                                                            |  |              |                          |  | 292. Victim                                                                             |                           | 293. Address                                                                                           |                                                                                | 113. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 294. Name                                                                                                            |  |              |                          |  | 295. Witness                                                                            |                           | 296. Address                                                                                           |                                                                                | 114. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 297. Name                                                                                                            |  |              |                          |  | 298. Arrested                                                                           |                           | 299. Address                                                                                           |                                                                                | 115. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 300. Name                                                                                                            |  |              |                          |  | 301. Victim                                                                             |                           | 302. Address                                                                                           |                                                                                | 116. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 303. Name                                                                                                            |  |              |                          |  | 304. Witness                                                                            |                           | 305. Address                                                                                           |                                                                                | 117. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 306. Name                                                                                                            |  |              |                          |  | 307. Arrested                                                                           |                           | 308. Address                                                                                           |                                                                                | 118. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 309. Name                                                                                                            |  |              |                          |  | 310. Victim                                                                             |                           | 311. Address                                                                                           |                                                                                | 119. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 312. Name                                                                                                            |  |              |                          |  | 313. Witness                                                                            |                           | 314. Address                                                                                           |                                                                                | 120. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 315. Name                                                                                                            |  |              |                          |  | 316. Arrested                                                                           |                           | 317. Address                                                                                           |                                                                                | 121. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 318. Name                                                                                                            |  |              |                          |  | 319. Victim                                                                             |                           | 320. Address                                                                                           |                                                                                | 122. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 321. Name                                                                                                            |  |              |                          |  | 322. Witness                                                                            |                           | 323. Address                                                                                           |                                                                                | 123. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 324. Name                                                                                                            |  |              |                          |  | 325. Arrested                                                                           |                           | 326. Address                                                                                           |                                                                                | 124. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 327. Name                                                                                                            |  |              |                          |  | 328. Victim                                                                             |                           | 329. Address                                                                                           |                                                                                | 125. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 330. Name                                                                                                            |  |              |                          |  | 331. Witness                                                                            |                           | 332. Address                                                                                           |                                                                                | 126. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 333. Name                                                                                                            |  |              |                          |  | 334. Arrested                                                                           |                           | 335. Address                                                                                           |                                                                                | 127. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 336. Name                                                                                                            |  |              |                          |  | 337. Victim                                                                             |                           | 338. Address                                                                                           |                                                                                | 128. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 339. Name                                                                                                            |  |              |                          |  | 340. Witness                                                                            |                           | 341. Address                                                                                           |                                                                                | 129. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 342. Name                                                                                                            |  |              |                          |  | 343. Arrested                                                                           |                           | 344. Address                                                                                           |                                                                                | 130. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 345. Name                                                                                                            |  |              |                          |  | 346. Victim                                                                             |                           | 347. Address                                                                                           |                                                                                | 131. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 348. Name                                                                                                            |  |              |                          |  | 349. Witness                                                                            |                           | 350. Address                                                                                           |                                                                                | 132. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 351. Name                                                                                                            |  |              |                          |  | 352. Arrested                                                                           |                           | 353. Address                                                                                           |                                                                                | 133. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 354. Name                                                                                                            |  |              |                          |  | 355. Victim                                                                             |                           | 356. Address                                                                                           |                                                                                | 134. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 357. Name                                                                                                            |  |              |                          |  | 358. Witness                                                                            |                           | 359. Address                                                                                           |                                                                                | 135. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 360. Name                                                                                                            |  |              |                          |  | 361. Arrested                                                                           |                           | 362. Address                                                                                           |                                                                                | 136. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 363. Name                                                                                                            |  |              |                          |  | 364. Victim                                                                             |                           | 365. Address                                                                                           |                                                                                | 137. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 366. Name                                                                                                            |  |              |                          |  | 367. Witness                                                                            |                           | 368. Address                                                                                           |                                                                                | 138. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 369. Name                                                                                                            |  |              |                          |  | 370. Arrested                                                                           |                           | 371. Address                                                                                           |                                                                                | 139. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 372. Name                                                                                                            |  |              |                          |  | 373. Victim                                                                             |                           | 374. Address                                                                                           |                                                                                | 140. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 375. Name                                                                                                            |  |              |                          |  | 376. Witness                                                                            |                           | 377. Address                                                                                           |                                                                                | 141. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 378. Name                                                                                                            |  |              |                          |  | 379. Arrested                                                                           |                           | 380. Address                                                                                           |                                                                                | 142. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 381. Name                                                                                                            |  |              |                          |  | 382. Victim                                                                             |                           | 383. Address                                                                                           |                                                                                | 143. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 384. Name                                                                                                            |  |              |                          |  | 385. Witness                                                                            |                           | 386. Address                                                                                           |                                                                                | 144. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 387. Name                                                                                                            |  |              |                          |  | 388. Arrested                                                                           |                           | 389. Address                                                                                           |                                                                                | 145. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 390. Name                                                                                                            |  |              |                          |  | 391. Victim                                                                             |                           | 392. Address                                                                                           |                                                                                | 146. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 393. Name                                                                                                            |  |              |                          |  | 394. Witness                                                                            |                           | 395. Address                                                                                           |                                                                                | 147. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 396. Name                                                                                                            |  |              |                          |  | 397. Arrested                                                                           |                           | 398. Address                                                                                           |                                                                                | 148. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 399. Name                                                                                                            |  |              |                          |  | 400. Victim                                                                             |                           | 399. Address                                                                                           |                                                                                | 149. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |
| 401. Name                                                                                                            |  |              |                          |  | 402. Witness                                                                            |                           | 400. Address                                                                                           |                                                                                | 150. Physical / Clothing Description<br>Black male; green shirt; blue jeans |                  |

73. Narrative  
On 9-4-08 at 0853 hrs. The u/s P.O. Thomas Revell #2527 and P.O. Angel Gonzalez #2404 were dispatched to the Johnston Ave Light Rail station on a report of a stabbing. While in route to the scene we were told by dispatch that the actor was being chased by a witness and that they were heading east towards the Liberty Science Center. The actor was wearing a green shirt and blue jeans and still armed with a knife. P.O. Padgett arrived at the light rail station and confirmed we had a victim and immediately asked for an ambulance.

As we drove East on Jersey City Blvd. we observed a black male wearing a green shirt blue jeans running south on Phillips St and as we arrived at the intersection we observed the male climbing over the fence and the witness later identified as Kevin Wendolowski pointing to the bushes where the actor was hiding. At this time we exited our veh and we screamed at the male to come out of the bushes. He started to stand up from the bushes and we told him to climb over the fence which he did and as he came over the fence he refused to show his hands after being order to do so by u/s officer and after a struggle with him on the ground we were able to handcuff him. The actor had blood all over his hands and clothing. P.O.'s Angel Gonzalez and John Tomei escorted him into P.O. Dumanski Radio car. E-Squad responded to the scene and supplied the u/s officer cleaning supply to clean the blood from my hands and arm which I obtain from struggling with the actor.

|                                                                                                                                                             |  |                  |                               |                                        |                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------|-------------------------------|----------------------------------------|---------------------------------|
| 74. Type the Rank, Name and Badge # of Reporting Officer(s)<br>GONZALEZ, A L - POLICE OFFICER [2404]<br>REVELL, T A - POLICE OFFICER [2527]<br>Signature(s) |  | 75.              | 76. Page<br>Page 1 of 2       | 77. Date of Report<br>08/04/2008 10:38 | 78. TRU/DRU I.D.<br>REVELL, T A |
|                                                                                                                                                             |  | 79. Unit<br>E-PC | 80. Event Number<br>08-284241 | 81. Reviewed By                        |                                 |

## JERSEY CITY POLICE DEPT INVESTIGATION CONT. PAGE

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      |                                                                |                                        |                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------------------------|----------------------------------------|--------------------------------------|
| JERSEY CITY POLICE DEPT<br>District: EAST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2. Mun. Code<br>0906 | 3. Crime / Incident<br>2C:39-4d Poss. Weap. Unlaw. Purp./Other | 18. Prosecutor's Case No.              | 20. Department File No.<br>06-027260 |
| 73.A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                                                                |                                        |                                      |
| Cont. from Narrative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                      |                                                                |                                        |                                      |
| <p>The u/s officers where relieved at the scene by Emergency Squad P.O's Defazio and Ferlano who conducted a search of the area for weapons. P.O. Dumanski transported the actor identified as Elgin Louis Taylor Jr DOB:3-12-84. The u/s officers processed the actor at the East. While at the East Hudson County Homicide Det Calvin Hart and Matt Stamboli arrived and took possession of the actor and his clothing and transported him to their Head Quarters.</p> <p>Elgin Louis Taylor Jr (ARRESTED): Actor in Homicide</p> |                      |                                                                |                                        |                                      |
| 74. Type the Rank, Name and Badge # of Reporting Officer(s)<br>GONZALEZ, A L - POLICE OFFICER [2404]<br>REVELL, T A - POLICE OFFICER [2627]<br>Signature(s)                                                                                                                                                                                                                                                                                                                                                                         |                      |                                                                |                                        |                                      |
| 75. To:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      | 76. Page<br>Page 2 of 2                                        | 77. Date of Report<br>06/04/2008 10:39 | 78. TRUORULD.<br>REVELL, T A         |
| 79. Unit<br>E-PC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      | 80. Event Number<br>06-304241                                  | 81. Reviewed by                        |                                      |




 Data use subject to license.  
 © Delorme, Delorme Street Atlas USA © 2010.  
 www.delorme.com


 N (13.0° W)

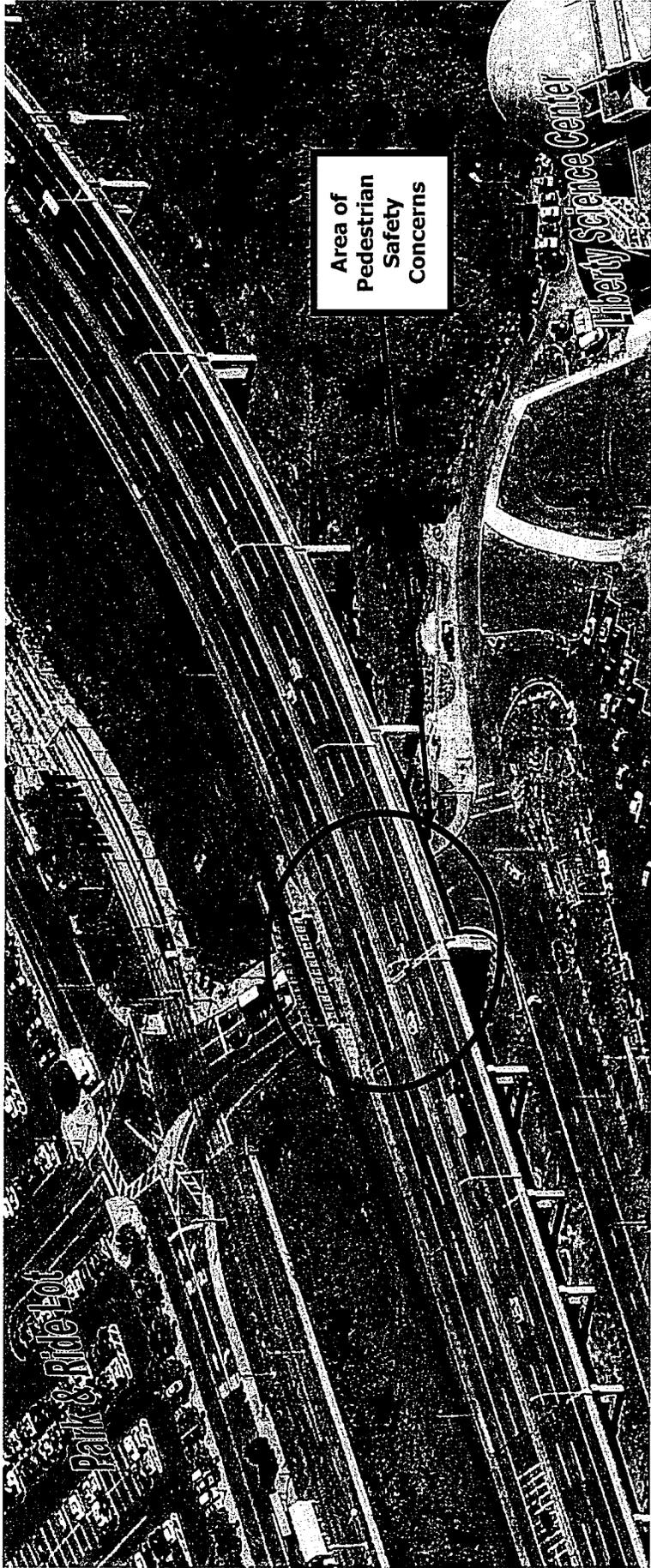
0 1000 2000  
 ft  
 Data Zoom 13-0

# Wilson Street Pedestrian Safety Improvements – Jersey City Project Area Map

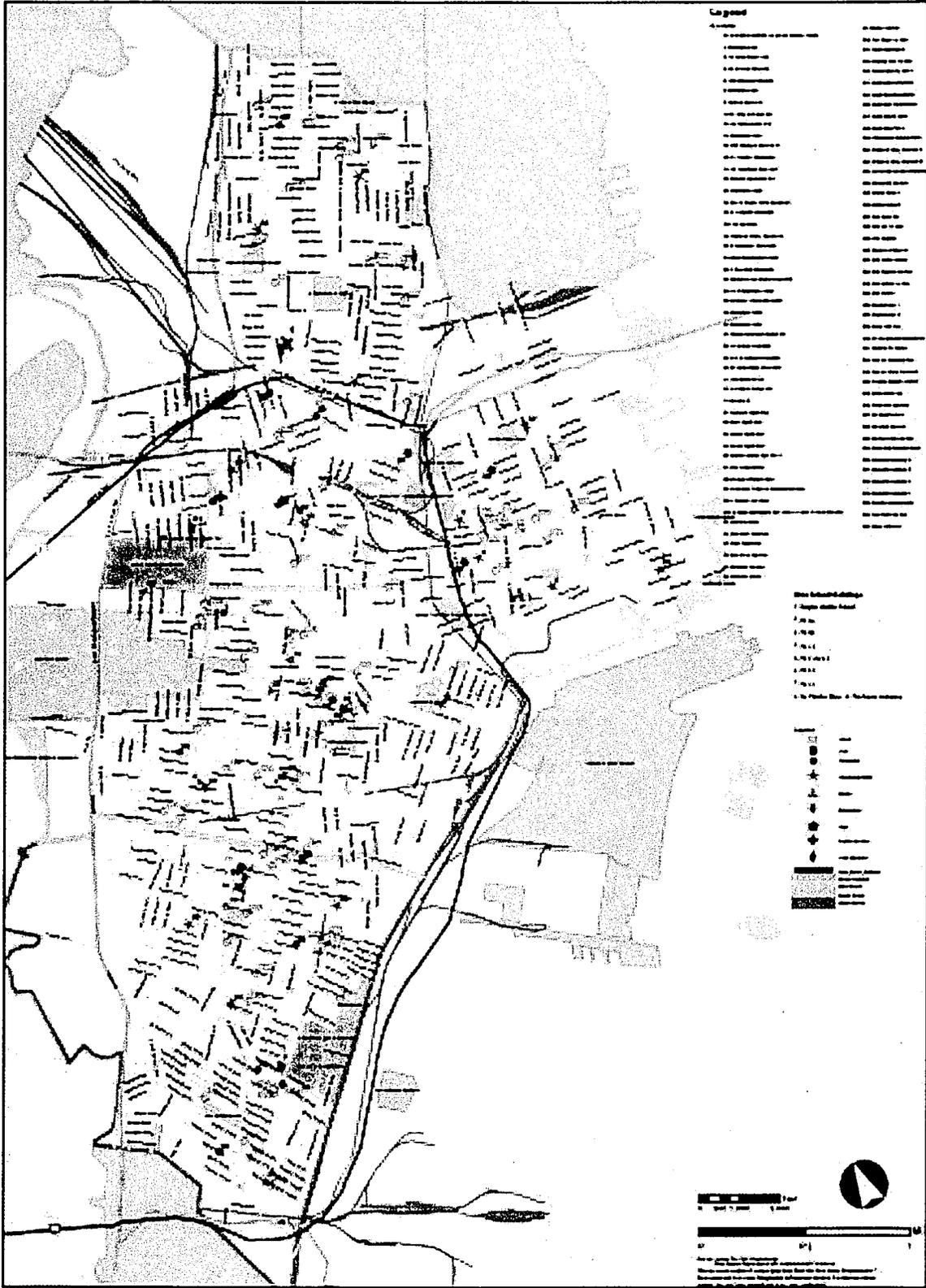




**Wilson Street Pedestrian Safety Improvements – Jersey City  
Project Aerial Map #1**



**Wilson Street Pedestrian Safety Improvements – Jersey City  
Project Aerial Map #2**



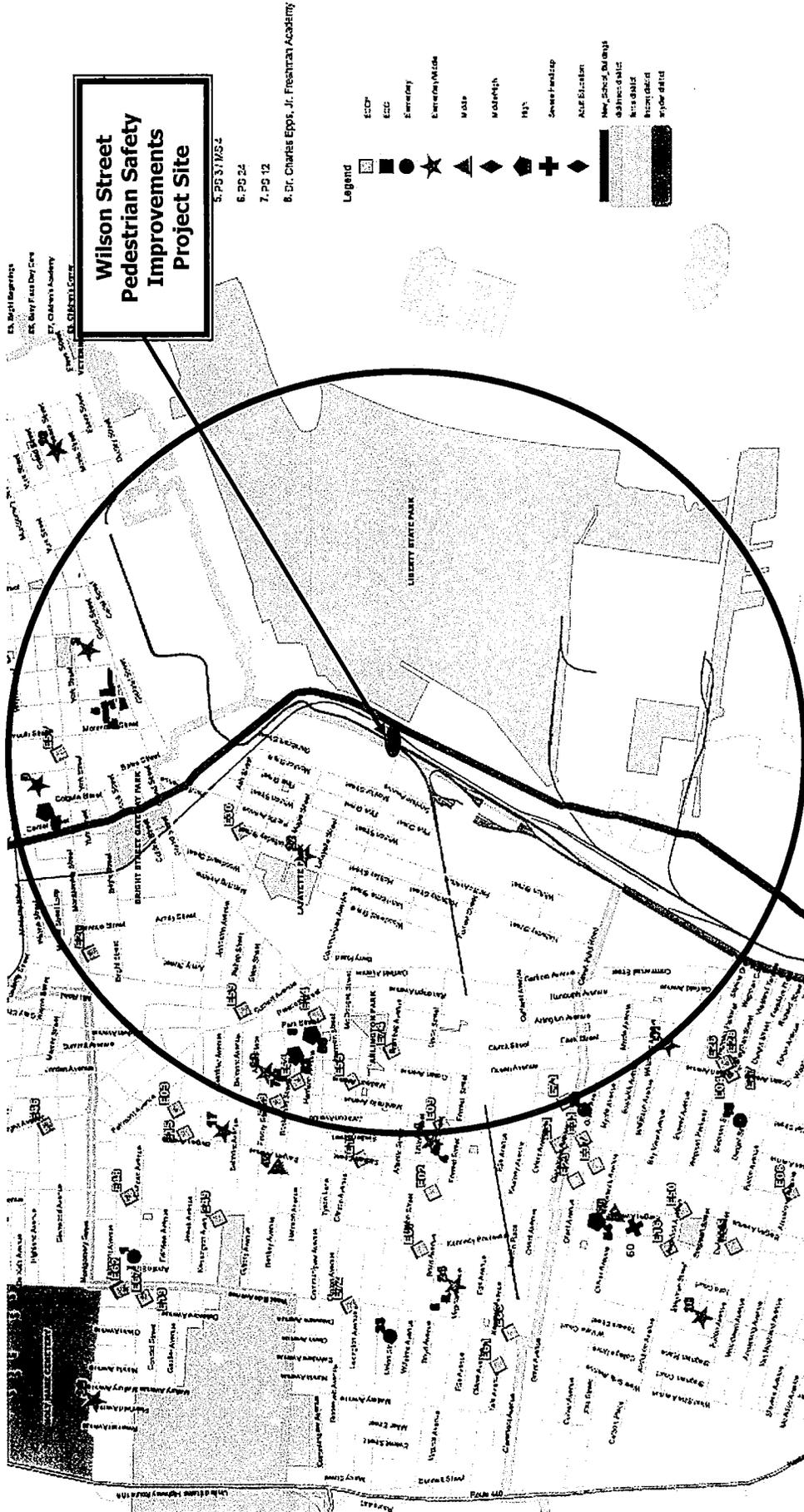
Overall - All Existing Schools:

St. Ann's School  
St. Joseph's School

Class Category:

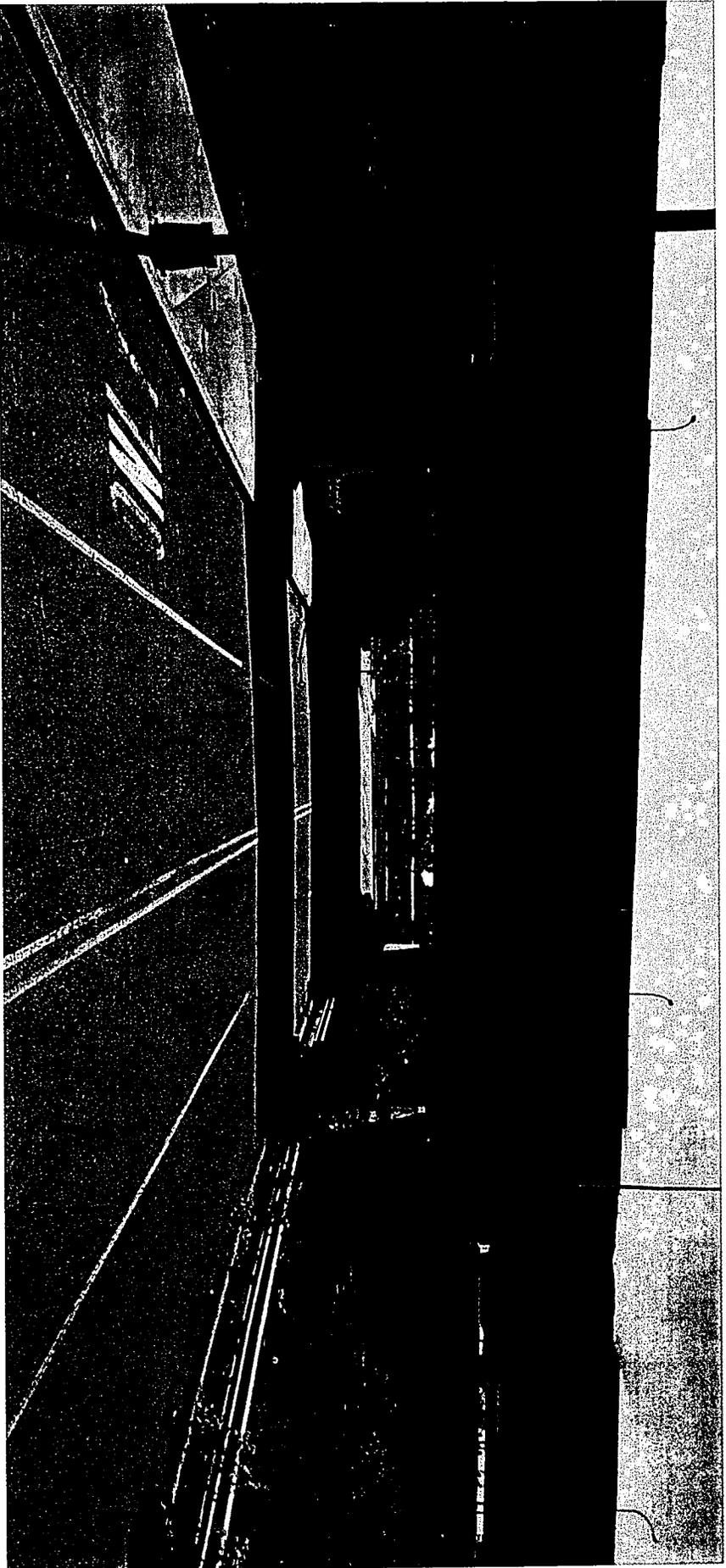
Elementary  
Middle  
High

**Jersey City School Location Map**

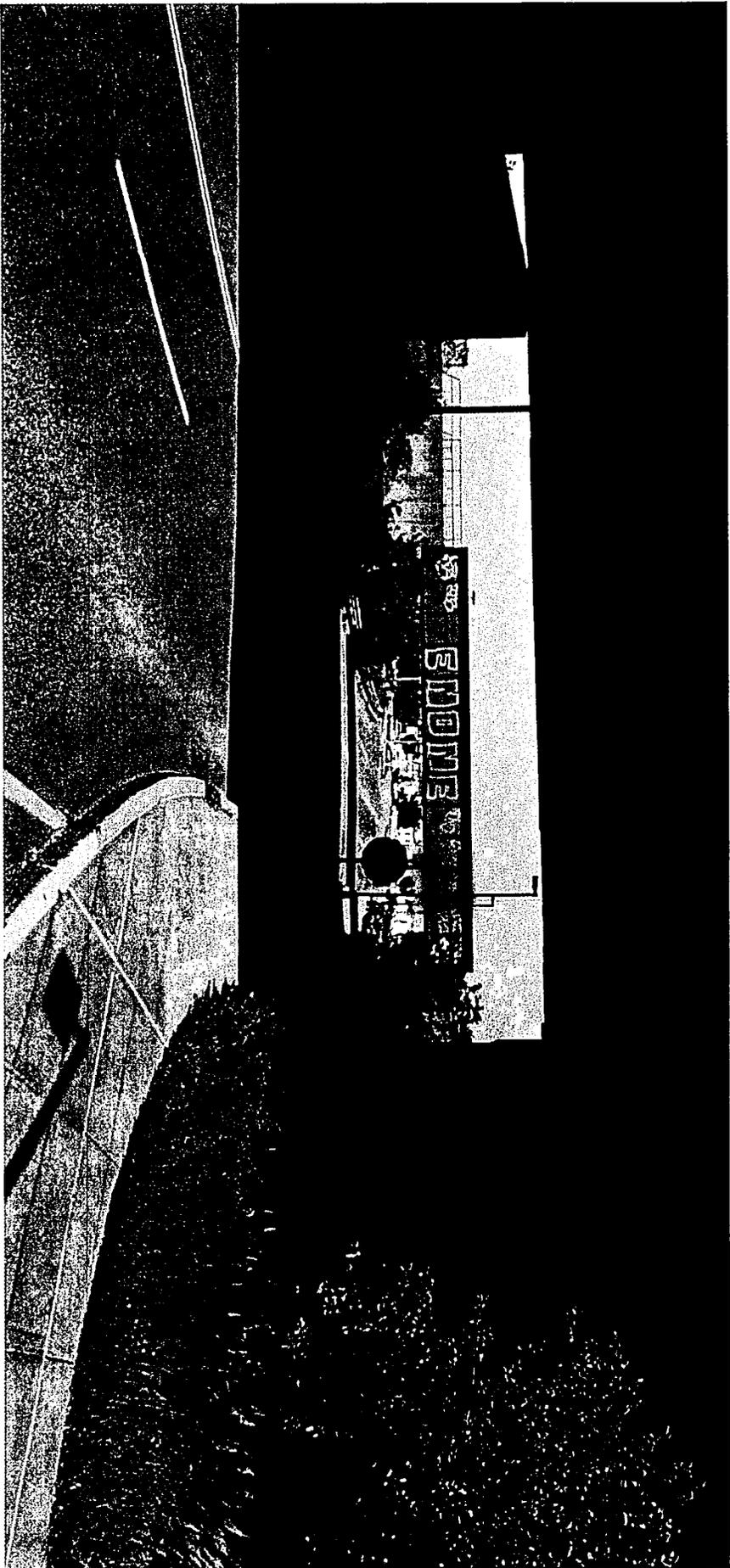


**Wilson Avenue Pedestrian Safety Improvements – Jersey City  
Schools Located Within 1 Mile of Project Site**

**Photographs**  
**Existing conditions on Wilson Street under NJ Turnpike and Railroad Bridges**



**Wilson Street Looking East**



Wilson Street Looking West







**RESOLUTION 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 TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2014 BIKEWAYS PROGRAM TO FUND THE JERSEY CITY BIKEABILITY INITIATIVE PROJECT WITH THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

Stanley Huang, P.E. Municipal Engineer

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

This resolution gives the city authorization to apply and execute a grant agreement with NJDOT for 2014 Bikeway funding to implement the Jersey City Bikeability Initiative Project a comprehensive five tier project to promote a bicycle friendly community.

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

The bikeway project will continue to encourage bicycle use and promote an alternative mode of transportation in NJ, promote recreational activities.

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

Improve the quality of life for the residents of Jersey City by promoting good healthy recreation, decreasing vehicular congestion and the demand for parking, in addition to reducing pollution from vehicle exhausts therefore helping to make the air we breathe cleaner.

**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):**

**This application seeks funding for the Bikeability Initiative Priority 1**

|                           |                                                                           |
|---------------------------|---------------------------------------------------------------------------|
| Engineering Estimate:     | \$200,000 (Priority 1)                                                    |
| Amount Requested by City: | <u>\$154,000</u>                                                          |
| Estimated City Share:     | \$ 46,000 *(State non-participating items not eligible for reimbursement) |

State non-participating items typically include - Design, Police Salary Hours, Construction Management/Inspection, and Material Testing; these items can be funded through city funds or other grant sources. The following steps, amongst others, take place prior to the start of construction:

- 1) Award of Grant
- 2) City establishes grant revenue item
- 3) Project proceeds for public bidding
- 4) City awards to lowest responsible bidder and forwards to NJDOT for concurrence.

In the event that NJDOT approves funds in an amount less than requested, the city, at its option, 1) May either rescind the Grant Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds, or 3) reevaluate the project limits or scope and submit a letter of justification to NJDOT for approval. In the event the City rescinds the grant agreement, the allotted funds shall revert to the source of the funding.

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

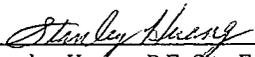
8. **Anticipated Completion Date:**  
120 days after award of contract

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

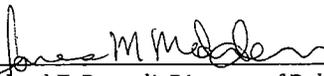
Stanley Huang, P.E. City Engineer - 201-547-5965

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.

  
\_\_\_\_\_  
Stanley Huang, P.E. City Engineer

9/5/13  
Date

  
\_\_\_\_\_  
Michael E. Razzoli, Director of Public Works

9/6/13  
Date

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

City Clerk File No. Res. 13.643

Agenda No. 10.Z.8

Approved: SEP 11 2013



TITLE:

**RESOLUTION TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2014 BIKEWAYS PROGRAM TO FUND THE JERSEY CITY BIKEABILITY INITIATIVE PROJECT WITH THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

**WHEREAS**, the State of New Jersey Department of Transportation announced that they are accepting grant applications for the 2014 Bikeway Program that must be submitted through the System for Administering Grants Electronically (SAGE) before September 20, 2013; and

**WHEREAS**, the City of Jersey City, Department of Public Works, Division of Engineering, Traffic and Transportation has prepared an application identified as BIKE-2014 – Jersey City-00011; and

**WHEREAS**, the City of Jersey City is requesting funding from the New Jersey Department of Transportation to implement the proposed Bikeability Initiative (Priority No:1) as the Jersey City Bikeway System (Phase 3) project; and

**WHEREAS**, the City of Jersey City agrees that it shall be required to appropriate funds for state non-participating items such as police salary hours and/or other ineligible cost of the project; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City formally approves the grant application for the above stated project; and

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as BIKE-2014-Jersey City-00011 to the New Jersey Department of Transportation on behalf of the City of Jersey City.

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement and establish an account for the grant.

TITLE:

**RESOLUTION TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2014 BIKEWAYS PROGRAM TO FUND THE JERSEY CITY BIKEABILITY INITIATIVE PROJECT WITH THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

Certified as a true copy of the Resolution adopted by Council,  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

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

\_\_\_\_\_  
Presiding Officer  
Steven M. Fulop, Mayor 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 9.11.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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



RECEIVED

13 JUN 16 PM 1:54

CITY OF JERSEY CITY  
ENGINEERING  
DIRECTOR'S OFFICE

State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE  
*Governor*

JAMES S. SIMPSON  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

July 9, 2013

Dear Mayor:

I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation's (NJDOT) FY 2014 State Aid programs. The Commissioner of Transportation and I are committed to maintaining and improving New Jersey's local transportation infrastructure by providing financial assistance to counties and municipalities for traditional and non-traditional transportation initiatives.

The following is a brief description of each program:

- **Municipal Aid** - This program has been a significant resource for municipalities in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities. NJDOT has set a goal to award up to 10% of the Municipal Aid Program funds to projects such as pedestrian safety improvements, bikeways and streetscapes.
- **Transit Village** - This program will award grants for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within 1/2 mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at <http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>
- **Bikeways** - This program is intended to fund bicycle projects. It is available to all counties and municipalities. The Department continues to work toward the goal of achieving 1,000 miles of dedicated bikeways in New Jersey. Special consideration will be given to bikeways that are physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.
- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities, in order to promote increased usage of transit by all segments of the population.

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

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All projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA). ADA guidance, program descriptions and application guidance materials can be found on the NJDOT website at:

<http://www.state.nj.us/transportation/business/localaid/stateaid.shtm>

If you choose to apply, please consider the following in your applications. NJDOT requires grant projects to be delivered to construction award within eighteen months of grant agreement execution. Please provide background information in the application to support your project's construction readiness. This information will be a factor in our rating of applications.

I encourage you to submit applications for these Local Aid programs. Each program application will be evaluated independently, affording counties and municipalities the opportunity to receive funding in more than one category.

The enclosed map provides contact information for each Local Aid District Office. Please keep in mind that a separate application for each project must be completed and submitted on or before September 20, 2013 on-line through SAGE at:

<https://enterprisegrantapps.state.nj.us/NJSAGE/>

We recommend that you consult with your Local Aid District Office to assist in preparing applications for funding. Thank you for your continued interest and support of NJDOT, and best wishes for success with your project applications.

Sincerely,



Chris Christie  
Governor

Enclosure

c Municipal Clerk  
Municipal Engineer



# New Jersey Department of Transportation Local Aid and Economic Development

## District 1

Roxbury Corporate Center  
200 Stierli Court  
Mount Arlington, NJ 07856  
973.601.6700  
FAX: 973.601.6709

## District 2

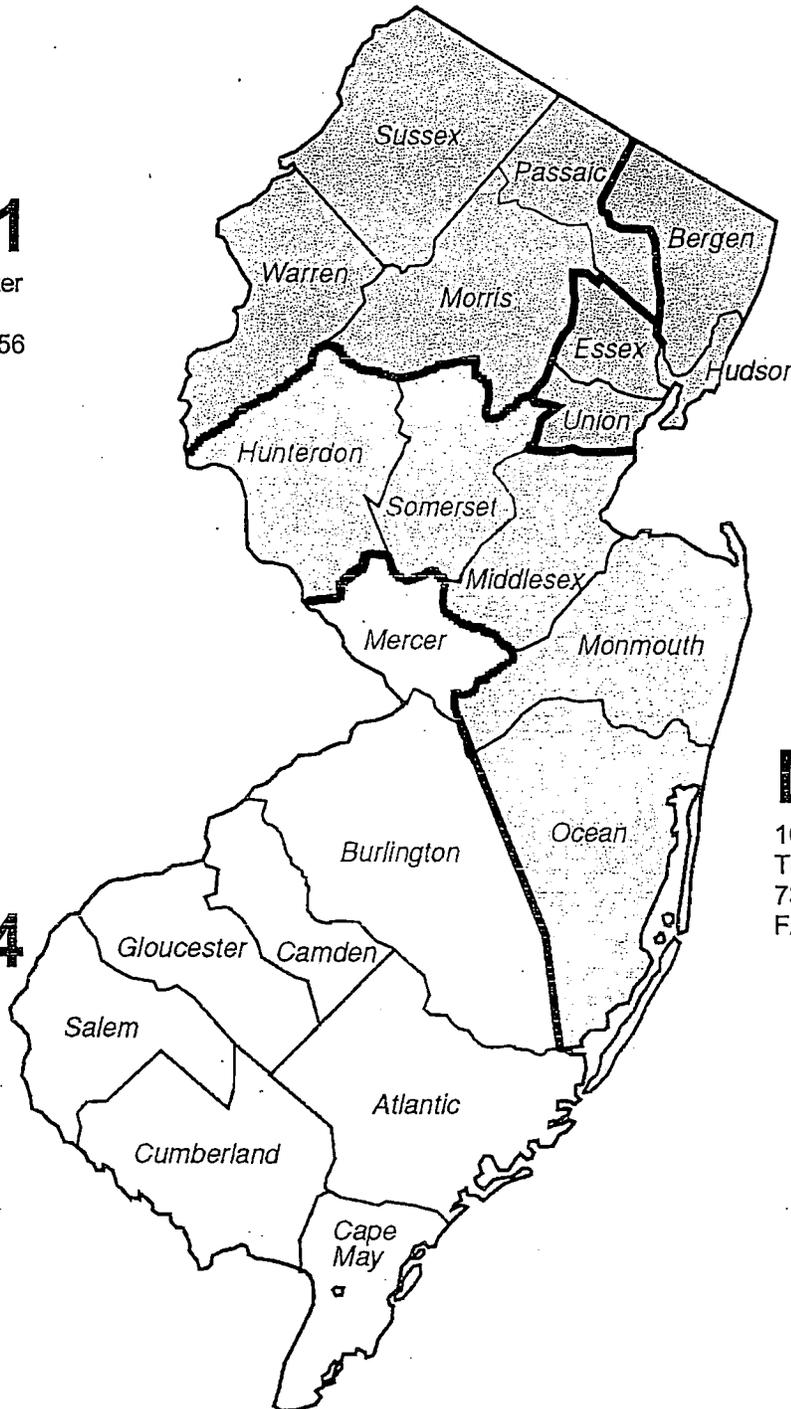
153 Halsey Street, 5th Floor  
Newark, NJ 07102  
973.877.1500  
FAX: 973.648-4547

## District 3

1035 Parkway Ave  
Trenton, NJ 08625  
732.625.4290  
FAX: 732.625.4292

## District 4

1 Executive Campus  
Route 70 West  
Cherry Hill, NJ 08002  
856.486.6618  
FAX: 856.486.6771





# STATE OF NEW JERSEY SAGE

System for Administering Grants Electronically

Application: BIKE-2014-Jersey City-00011  
Status: Application In Process  
User: Dawn Odom  
Role: Agency Administrator  
Logout

[Main Menu](#) | [Proposal Menu](#)

Main Menu ▶

### INFORMATION

**Organization:** [Jersey City](#)  
**Application:** BIKE-2014-Jersey City-00011  
**Status:** Application In Process  
**Due:** 9/20/2013 11:59:59 PM

### ADD NOTE

### STATUS MANAGEMENT

#### Next Possible Statuses:

Application Submitted ▼

**CHANGE STATUS**

### FORMS

- ...[Type of Improvement \(1\)](#)
- [-] [Bikeways](#)
- [-] [Project Name \(1\)](#)
- ...[Project Location \(1\)](#)
- ...[Scope of Work \(1\)](#)
- ...[Total Estimated Cost of Improvement \(1\)](#)
- ...[Bikeways Data Sheet \(1\)](#)
- ...[Applicant Information \(1\)](#)
- ...[Signature Page \(1\)](#)

### MANAGEMENT ACTIVITIES

- [-] [My Reports/Queries](#)
- ...[Ad-Hoc Queries](#)
- [-] [Manual](#)
- ...[Bikeways Handbook](#)
- ...[NJDOT - Local Aid Applicant User Manual](#)
- [-] [Terms and Conditions](#)
- ...[NJDOT - Terms and Conditions](#)
- ...[N.J.A.C. 16:20B](#)
- [-] [Administrative Links](#)
- ...[Add/Edit Organizations](#)
- ...[Add/Edit People](#)
- ...[Check for Errors](#)
- ...[Status History](#)
- ...[Date Modification Request](#)

[Account Transactions](#)

[View Modification History](#)

[Document Availability](#)

[Manage Review Process](#)

[View Full PDF](#)

Grant Application for State Aid to

Counties and Municipalities

Bikeways Application 2014

BIKE-2014-Jersey City-00011

Bikeways

Type of Improvement

Infrastructure

Purpose

Bikeway

Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).

DRAFT

Grant Application for State Aid to

Counties and Municipalities

Bikeways Application 2014

BIKE-2014-Jersey City-00011

Bikeways

Project Name

**Note:** If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, download an excel spreadsheet, fill it out and attach it below.

672930-BikewaySystem(Phase3)-JerseyCity-S

Project Title: Jersey City Bikeway System (Phase 3)

From: See Attached Spreadsheet - All Priorities Listed

To: See Attached Spreadsheet - All Priorities Listed

Project Distance (Miles): 32.05

Draft

Grant Application for State Aid to  
Counties and Municipalities  
Bikeways Application 2014  
BIKE-2014-Jersey City-00011  
Bikeways

PROJECT LOCATION

County to filter by: Hudson County

Municipalities:

Jersey City

DRAFT

# Grant Application for State Aid to

## Counties and Municipalities

Bikeways Application 2014

BIKE-2014-Jersey City-00011

Bikeways

### Scope of Work

Jersey City has experienced rapid residential and commercial growth over the past 20 years, with constrained roadway capacity. Alternate means of transportation are encouraged and necessary. The city is also the entrance point for the East Coast Greenway (ECG) at Liberty State Park. The ECG is a series of paths and roadways linking Maine to Florida.

The Jersey City Bikeway System is comprised of a network of 40 miles of interconnecting streets that are marked with Bikeway Route Signs. The system was designed to encourage bicycle use, reduce conflicts between bicycles, motorists and pedestrians, and promote bicycle tourism. Phase 1 and 2 were financed with allocations from the New Jersey Department of Transportation Local Bikeway Program.

Bikeway Route Signs have been in place for several years. However, demand for cycling infrastructure has grown dramatically in recent years. Bikes are more visibly present now on city streets than in the past. Two bike infrastructure problems have been identified - insufficient bike parking and insufficient space on city streets for cyclists.

Bike racks were installed at several locations when the system was constructed. Since bicycle traffic has increased, a lack of safe and secure bike parking facilities now exists especially along mass transportation routes and at public buildings and parks.

The expanded system has been divided into phases and is listed on the attached List of Priority Streets spreadsheet. The sections and some of the destinations are:

- 1 - Downtown
- PATH Stations
- HBLRT Stations
- Hudson River Ferry Landings
- City Schools
- Jersey City Museum

Scope Of Work

BIKE-2014-Jersey City-00011

txtScopeWork continued

Newport Mall  
City Hall  
City Parks  
Hudson River Walkway

2 - The Heights  
City and County Parks  
City Schools  
HBLRT Station

3 - Journal Square  
PATH Station  
Journal Square Shopping District  
McGinley Square Shopping District  
Hudson County Court House and Administration Building  
Hudson County Community College  
City Schools  
Saint Peter's College

4 - Lafayette - Greenville  
HBLRT Stations  
Hudson Mall  
City Schools  
City and County Parks

5 - Liberty State Park  
Hudson River Waterfront Walkway  
Liberty Science Center  
HBLRT Station  
Statue of Liberty Ferry Landing

In addition, a link along the east side of Jersey City consisting of a Bike Path and Bike Lanes connecting Liberty State Park with Downtown Jersey City and the

## Scope Of Work

BIKE-2014-Jersey City-00011

txtScopeWork continued

southern end of Jersey City near the Bayonne line have been identified. Currently, only signs are provided. Separated Bike Paths and Bike Lanes are now being planned for future phases. The connection to Downtown will utilize the proposed pedestrian bridge over the Morris Canal on Jersey Avenue. The connection to Bayonne will utilize Chapel Avenue and Garfield Avenue. Both connections tie into the existing system.

Jersey City will create a new network of 32 miles of striped bike lanes and shared lanes with sharrows on city streets in accordance with the City Master Plan and the Jersey City Bikeability Initiative report to connect neighborhoods, major destinations, employment centers, mass transit stations and parks. The network has been divided up into 5 priority groupings. Street segments are listed and mapped in the attachments. Reports are also attached.

Striped bike lanes will be installed within the network where street width permits. Where the street is narrower, sharrows will be installed. Sharrows are double chevrons marked on the street. BIKE LANE signage will be installed with bike lanes. SHARE THE ROAD signage will be installed on lanes marked with sharrows.

The County of Hudson also has plans for interconnecting bike lanes and bike paths along county roads in Hoboken and lower Jersey City. The city is also working with Social Bicycles to install a system of shared bicycles similar to the system currently in place in Hoboken.

Social Bicycles is a new system of shared bicycles that can be found in cities, universities, corporate campuses and residential properties. A rider finds and reserves a bicycle from a web browser, mobile device or makes a reservation from the keypad on the bike. Once a reservation is made, just enter a 4-digit personal PIN-code to unlock the bicycle. Park the bicycle at any bicycle rack in the system. Share your mapped rides and statistics, including miles traveled, CO2 reduced, calories burned, and money saved versus driving. For more information see [www.socialbicycles.com](http://www.socialbicycles.com).

Grant Application for State Aid to

Counties and Municipalities

Bikeways Application 2014

BIKE-2014-Jersey City-00011

Bikeways

Scope of Work cont'd

Location Map - 8.5 x 11 only - showing project limits

672934-BikewaySystem(Phase3)-JerseyCity-Map.pdf

**Note:** All information must be clear and legible with street names labeled.

You may include photos with your application by uploading them here:

Does this project include a traffic signal?  Yes  No

If **Yes**, please attach authorization to design or install if available.

672934-BikewaySystem(Phase3)-JerseyCit

Will the project meet AASHTO standards?  Yes  No

If **No**, list Design Exceptions below

DRAFT

Grant Application for State Aid to

Counties and Municipalities

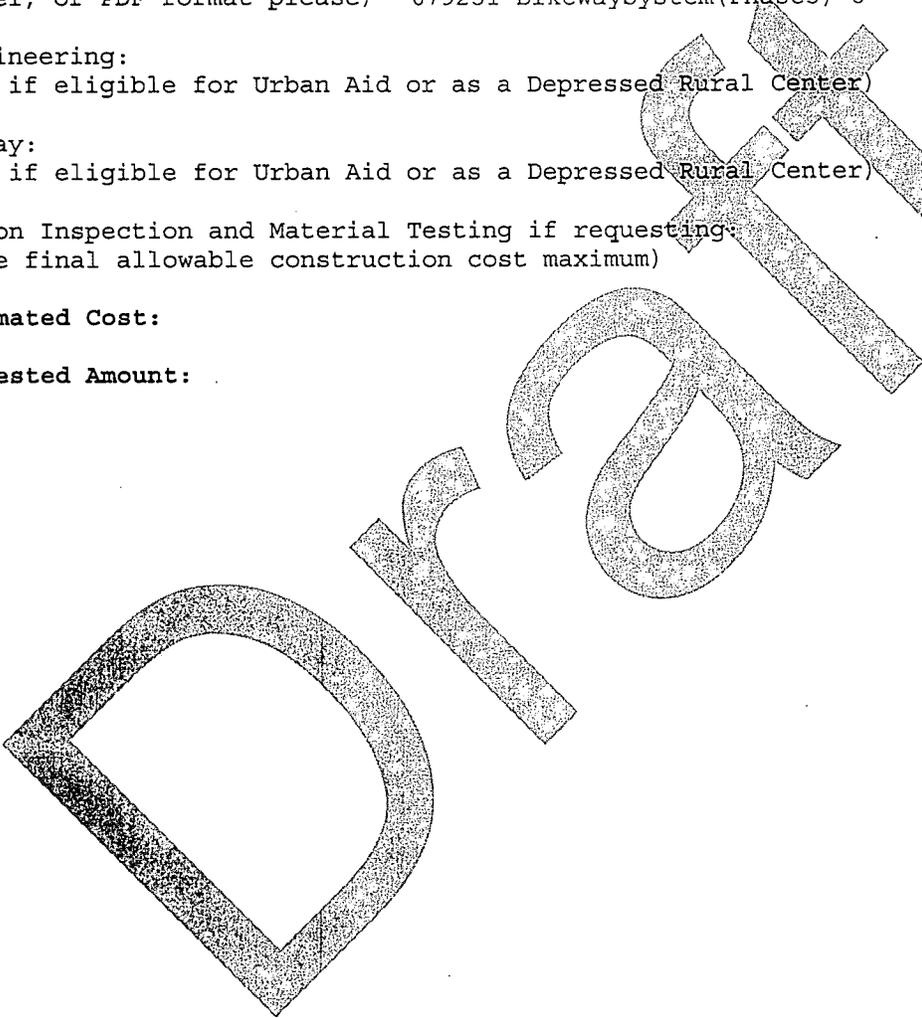
Bikeways Application 2014

BIKE-2014-Jersey City-00011

Bikeways

Total Estimated Cost of Improvement

|                                                                                                                            |                       |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Construction Cost:                                                                                                         | \$880,000.00          |
| Please attach a Detailed Construction Cost Estimate:<br>(Word, Excel, or PDF format please) 679231-BikewaySystem(Phase3)-J |                       |
| Design Engineering:<br>(List only if eligible for Urban Aid or as a Depressed Rural Center)                                | \$101,000.00          |
| Right-of-Way:<br>(List only if eligible for Urban Aid or as a Depressed Rural Center)                                      | \$0                   |
| Construction Inspection and Material Testing if requesting:<br>(15% of the final allowable construction cost maximum)      | \$121,000.00          |
| <b>Total Estimated Cost:</b>                                                                                               | <b>\$1,102,000.00</b> |
| <b>Total Requested Amount:</b>                                                                                             | <b>\$200,000.00</b>   |



Grant Application for State Aid to

Counties and Municipalities

Bikeways Application 2014

BIKE-2014-Jersey City-00011

Bikeways

Signature Page

Title of presiding officer who will be signing this application/agreement:

Mayor

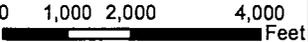
Draft

# CITY OF JERSEY CITY

## Plan for Bike Lanes and Sharrows

### Legend

-  Bike Lanes or Sharrows
-  PATH Rail System
-  Light Rail System
-  Libraries
-  Schools
-  Parks

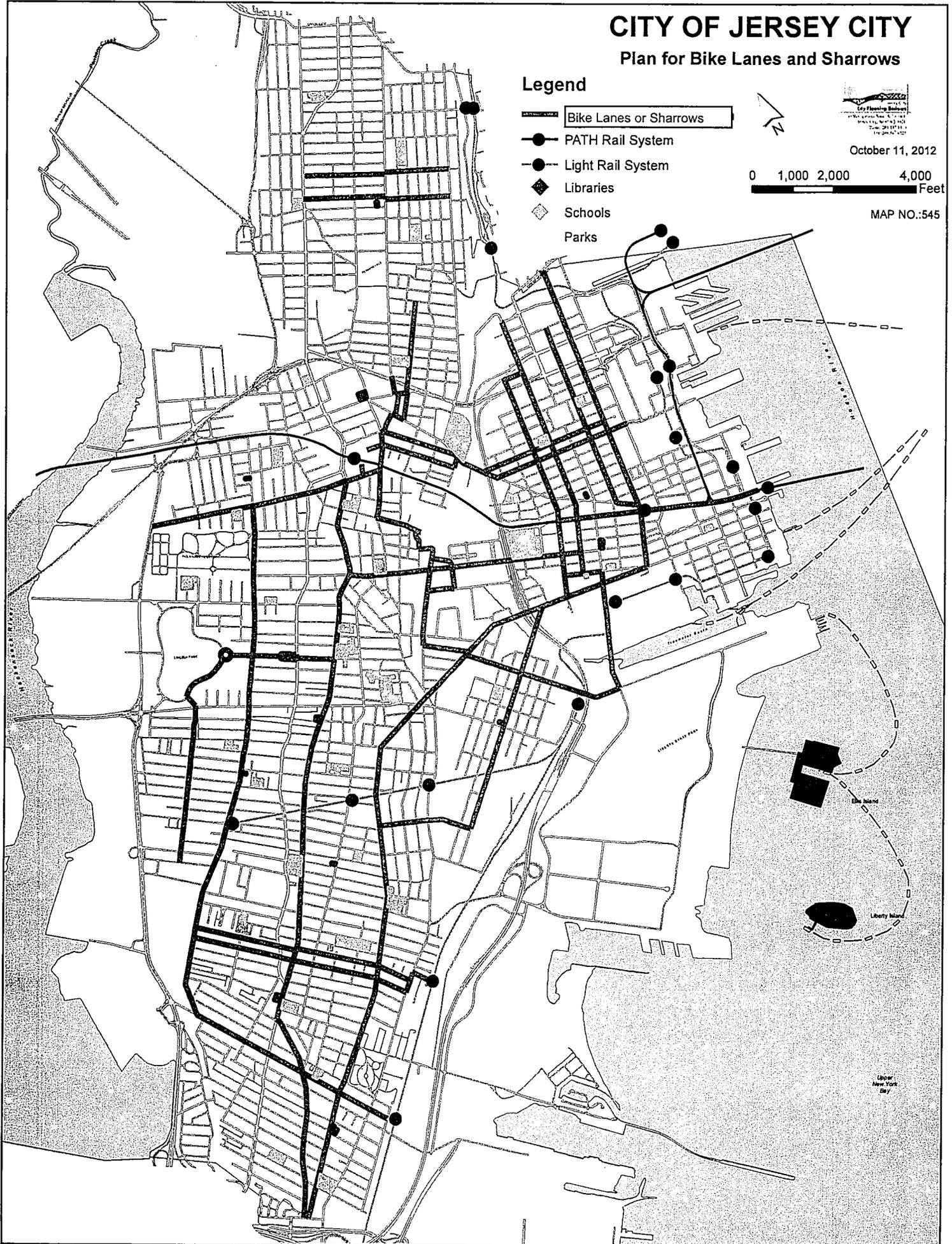


0 1,000 2,000 4,000 Feet



October 11, 2012

MAP NO.:545



# CITY OF JERSEY CITY

## Plan for Bike Lanes and Sharrows

### Legend

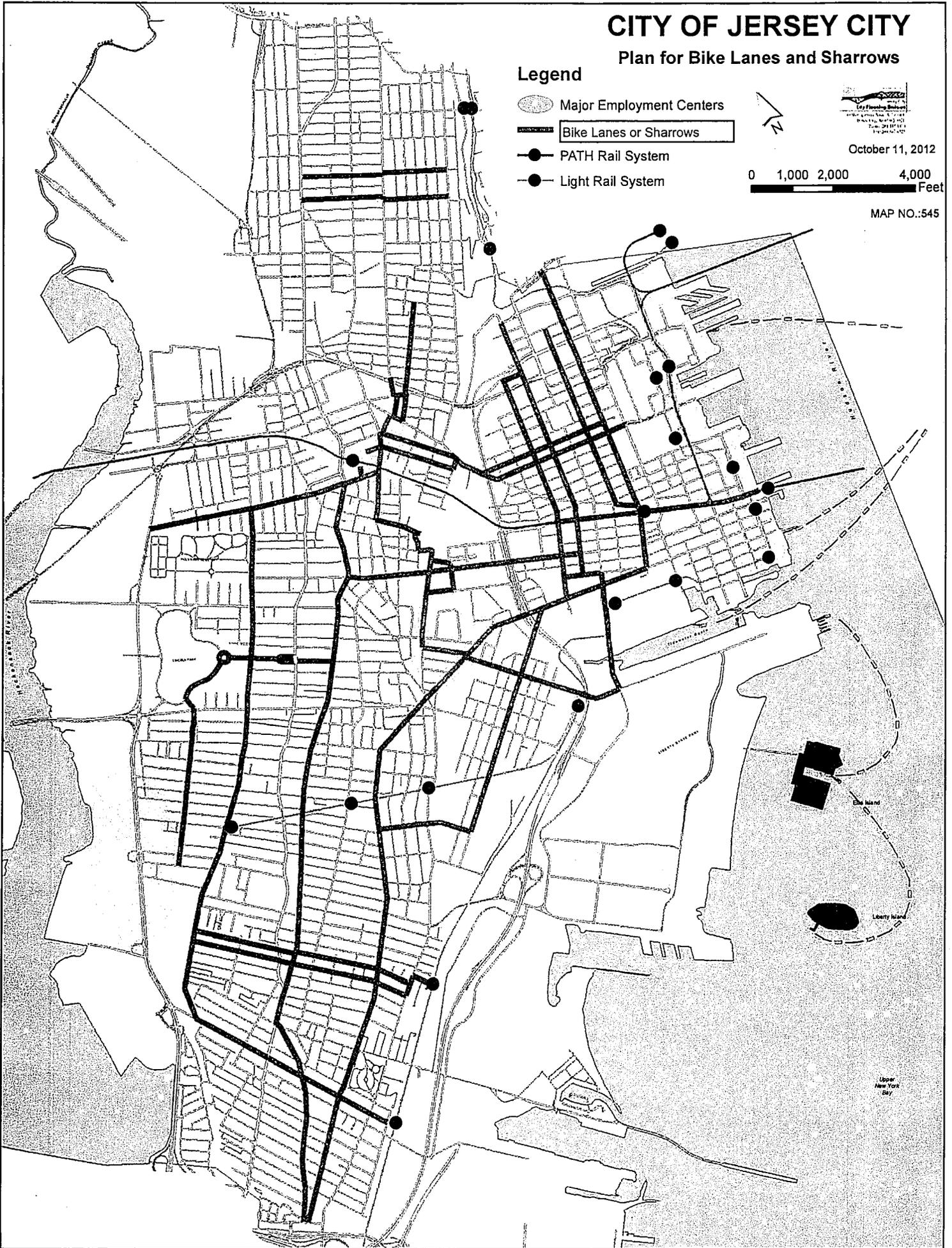
- Major Employment Centers
- Bike Lanes or Sharrows
- PATH Rail System
- Light Rail System



October 11, 2012

0 1,000 2,000 4,000 Feet

MAP NO.:545



# CITY OF JERSEY CITY

## Plan for Bike Lanes and Sharrows

### Legend

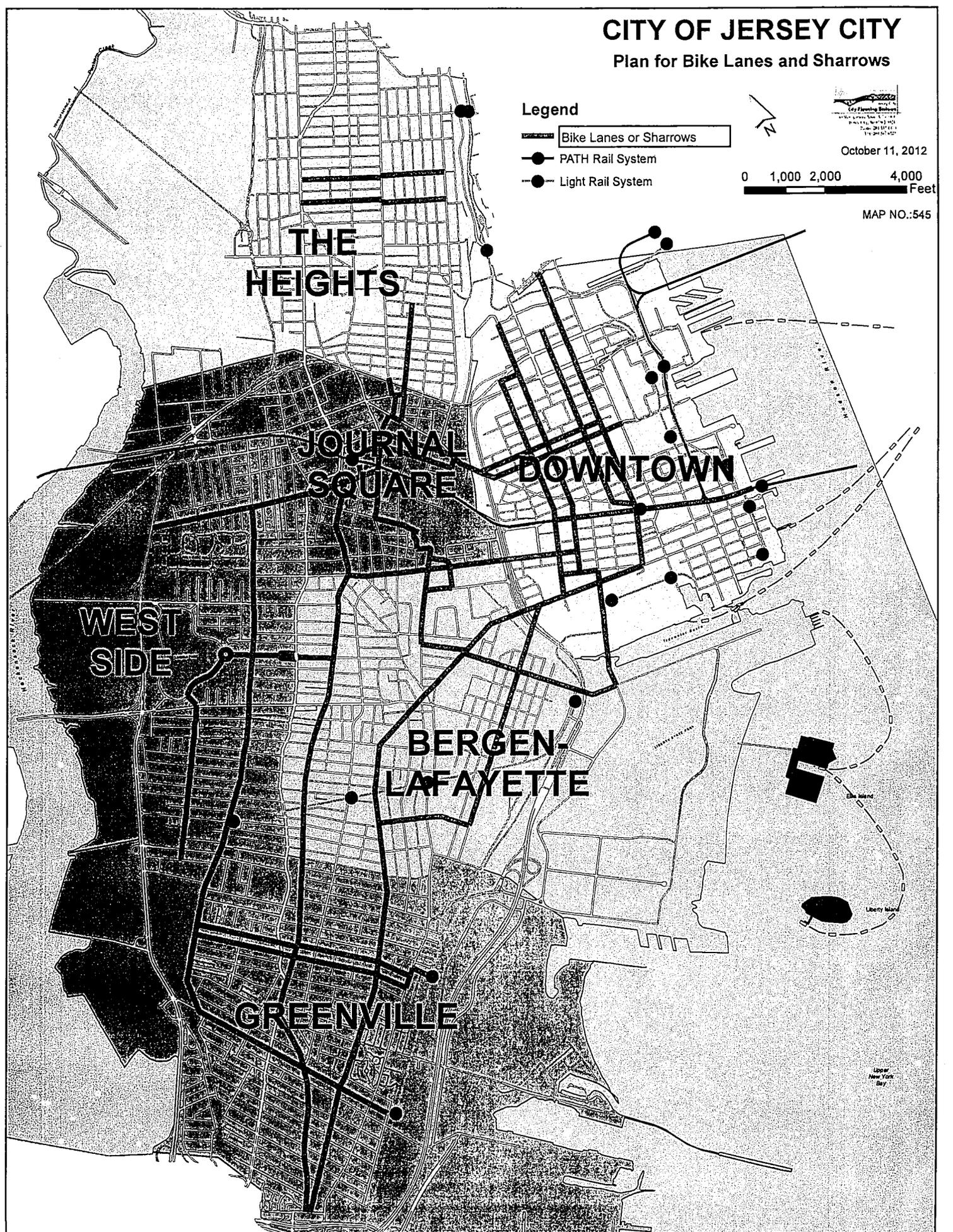
-  Bike Lanes or Sharrows
-  PATH Rail System
-  Light Rail System



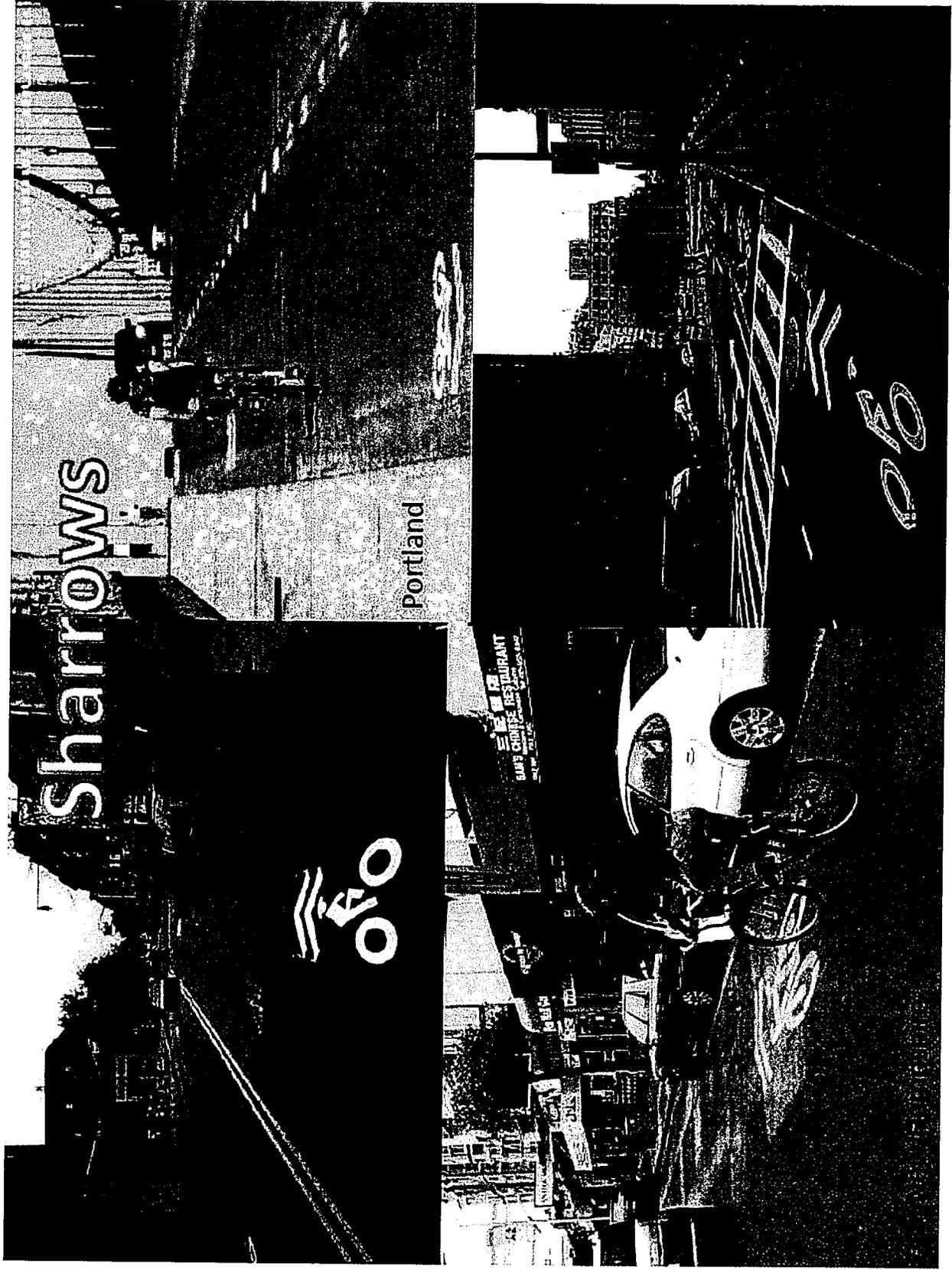
October 11, 2012

0 1,000 2,000 4,000 Feet

MAP NO.:545

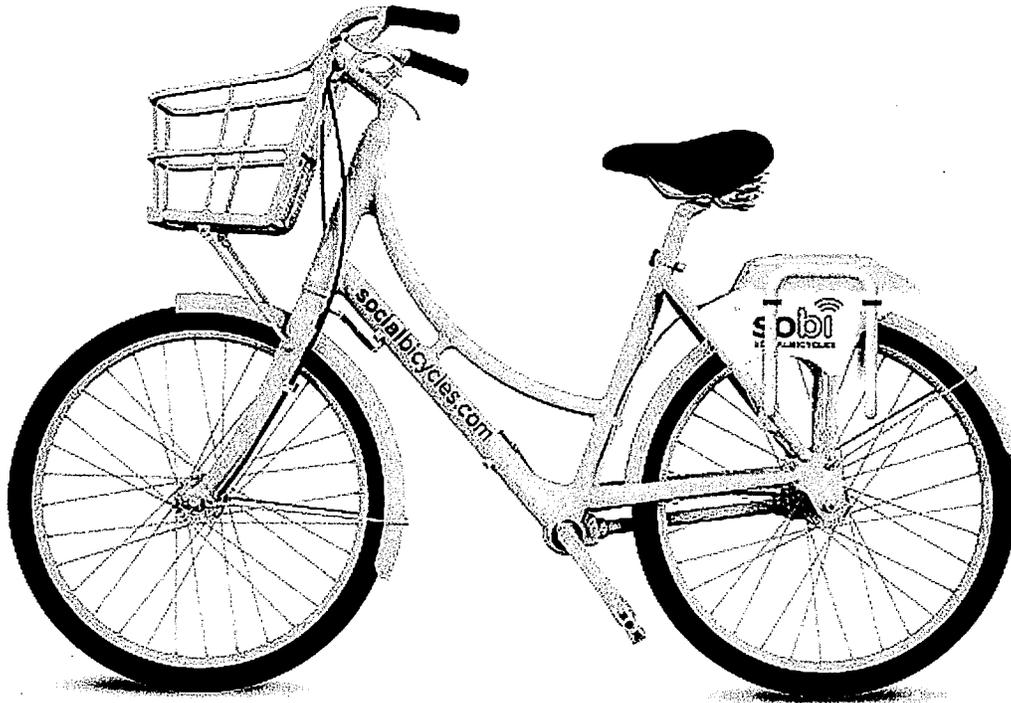


Photographs and Details



## Dockless Bike Parking socialbicycle.com

Social Bicycles uses wireless technology to enhance personal mobility  
The smart bike works with regular bike racks



**Bike Share Everywhere** - Social Bicycles can be found in cities and at universities, corporate campuses and residential properties.

**Easy to Find and Reserve** - Find and reserve a bicycle from a web browser or mobile device. You can also make a reservation directly from the keypad interface on the bike.

**Fast Access** - Once you make a reservation, just enter your 4-digit personal PIN-code to unlock the bicycle.

**Park Anywhere** - Park the bicycle at a hub location or any bicycle rack in the system area.

**Socialize Your Ride** - Share your mapped rides and statistics, including miles traveled, CO2 reduced, calories burned, and money saved versus driving.

## From the Hoboken Patch

June 20, 2013

<http://hoboken.patch.com/groups/going-green/p/hoboken-bike-sharing-program-underway>

### Hoboken Now Accepting Bike Share Pilot Participants

Residents may now register to take part in Hoboken's pilot bike share program on a first-come, first-served basis.



Twenty-five bikes are now dispersed at five locations across Hoboken for use by residents, the city announced in a statement.

As part of Hoboken's pilot bike sharing program, which launched Saturday and runs through Nov. 15, registered residents can hop on the GPS-equipped bikes and take free spins around town for up to an hour each day. Use beyond the first hour will be charged at \$10 per hour on a pro-rated basis.

Registration costs \$15 per month or \$75 for the entire six-month pilot, and is open to 150 Hoboken residents on a first-come, first-served basis.

Additional participants, including non-residents, may be eligible to join later if sufficient capacity exists.

Bike share members can grab-and-cycle from five designated hubs: the 14th Street ferry terminal, the Monroe Street Arts Center, Church Square Park (Willow and 5th), Washington Street between 2nd and 3rd, and the Hoboken Terminal.

Riders can temporarily place bikes on hold at other locations, but must return them to one of the five hubs at the end of their ride.

The program, which comes at no cost to the city, is being operated by Bike and Roll, a national bicycle rental and tour company, and uses custom bicycles manufactured by Social Bicycles (SoBi) that can be secured to regular bike racks.

Interested residents can sign up online at [www.hobokenbikeshare.org](http://www.hobokenbikeshare.org).

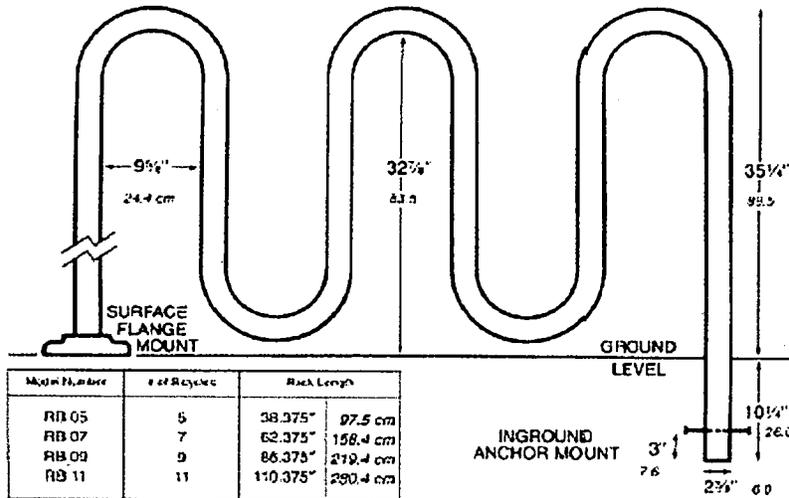
Once registered, participants will be required to provide proof of Hoboken residency and complete a 15-minute in-person orientation at the Bike and Roll location on the waterfront walkway near Pier A. The orientation will include instruction in use of the bike share system and a crash course on applicable bicycle laws.

Participants can then reserve bikes from the web, mobile app or directly from the keypad on the bike.

At the end of the pilot, the city hopes to use the data it's collected to make any necessary tweaks before eventually rolling out a full-scale bike share initiative with approximately 300 bikes.

The pilot is running in conjunction with the traditional bike rental and waterfront bike tours that Bike and Roll already offers.

**Typical Bike Rack - Typical**  
 (Type could change depending on the location and demand)



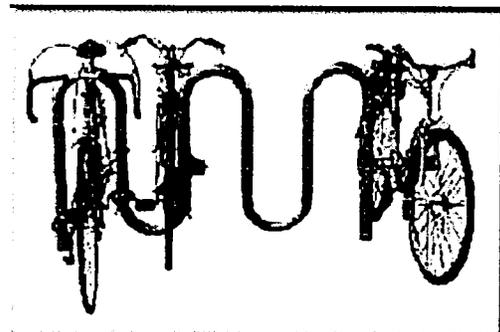
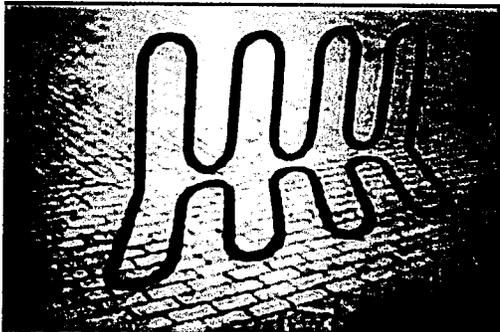
**TECHNICAL SPECIFICATIONS**

**Brandir International, Inc.**

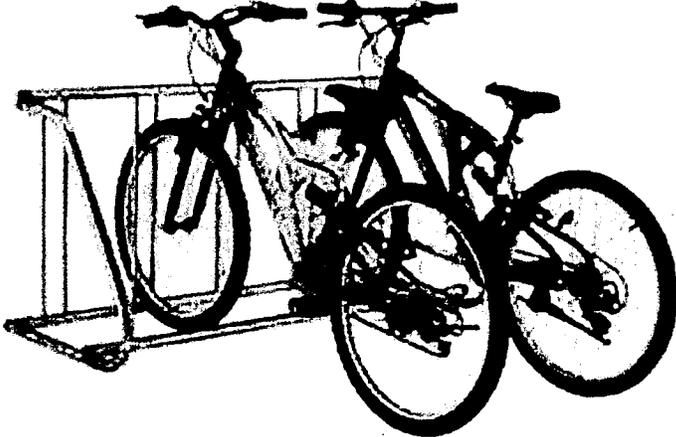
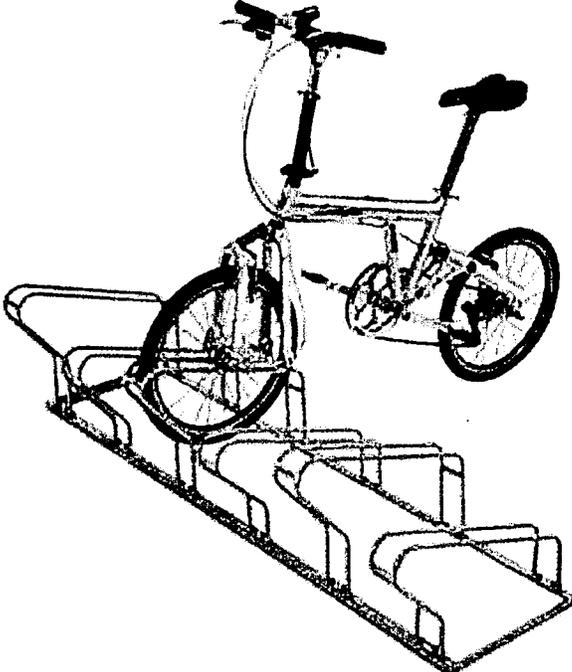
All standard units made from: ASTM A53 SCHEDULE 40 steel pipe (2.375"OD x .154 wall), hydraulically bent with a mandril, hot dipped galvanized after fabrication.

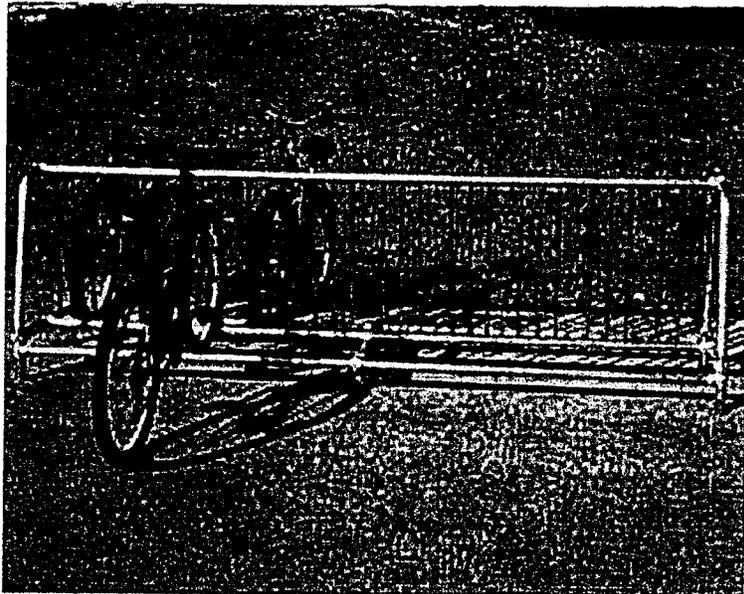
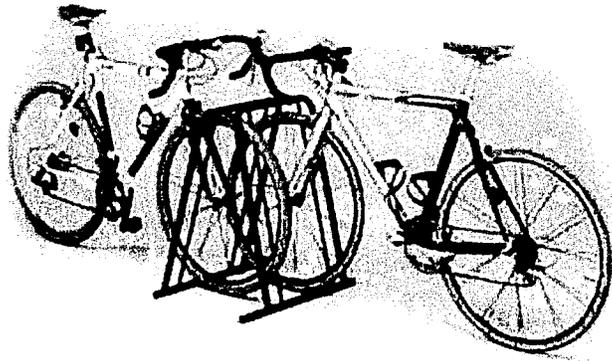
Installation Methods: in ground anchor mount (standard), freestanding mount (optional & extra), surface flange mount (optional & extra)

The RIBBON RACK is available in ASTM A312 SCHEDULE 40 TP 304 stainless steel, satin #4 finish (optional & extra).

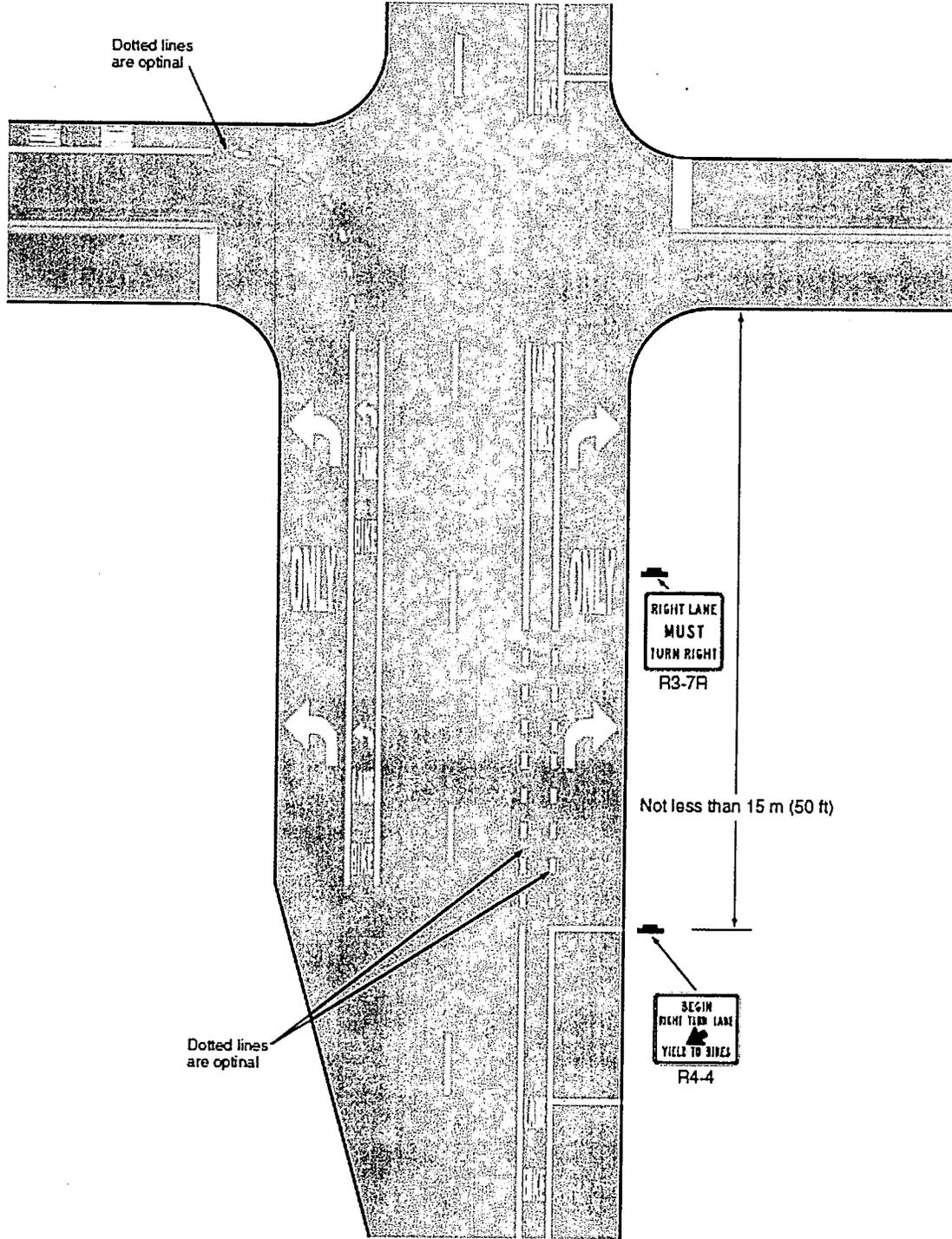


**Examples of Different Bike Facilities**

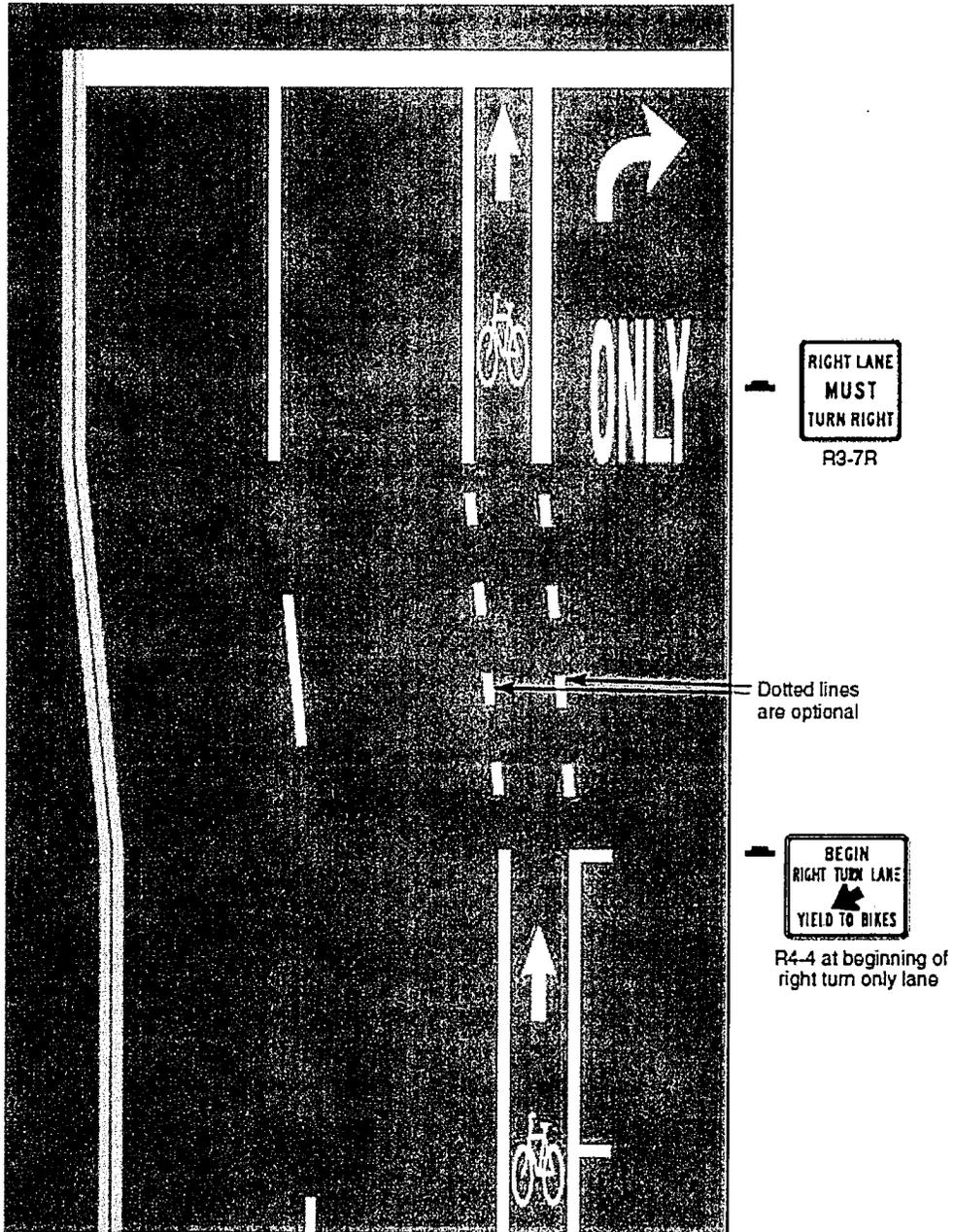




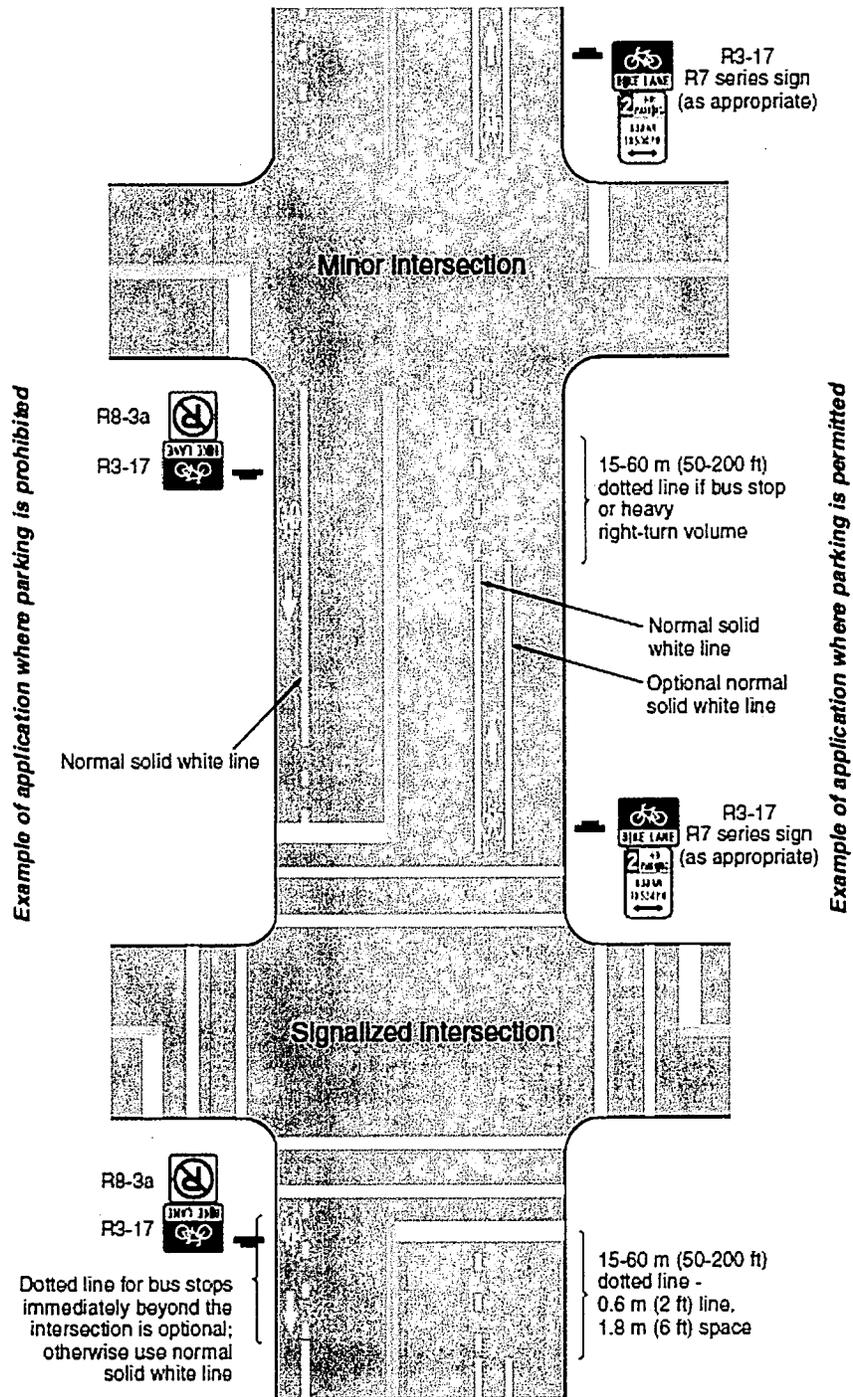
**Figure 9C-1. Example of Intersection Pavement Markings—Designated Bicycle Lane with Left-Turn Area, Heavy Turn Volumes, Parking, One-Way Traffic, or Divided Highway**



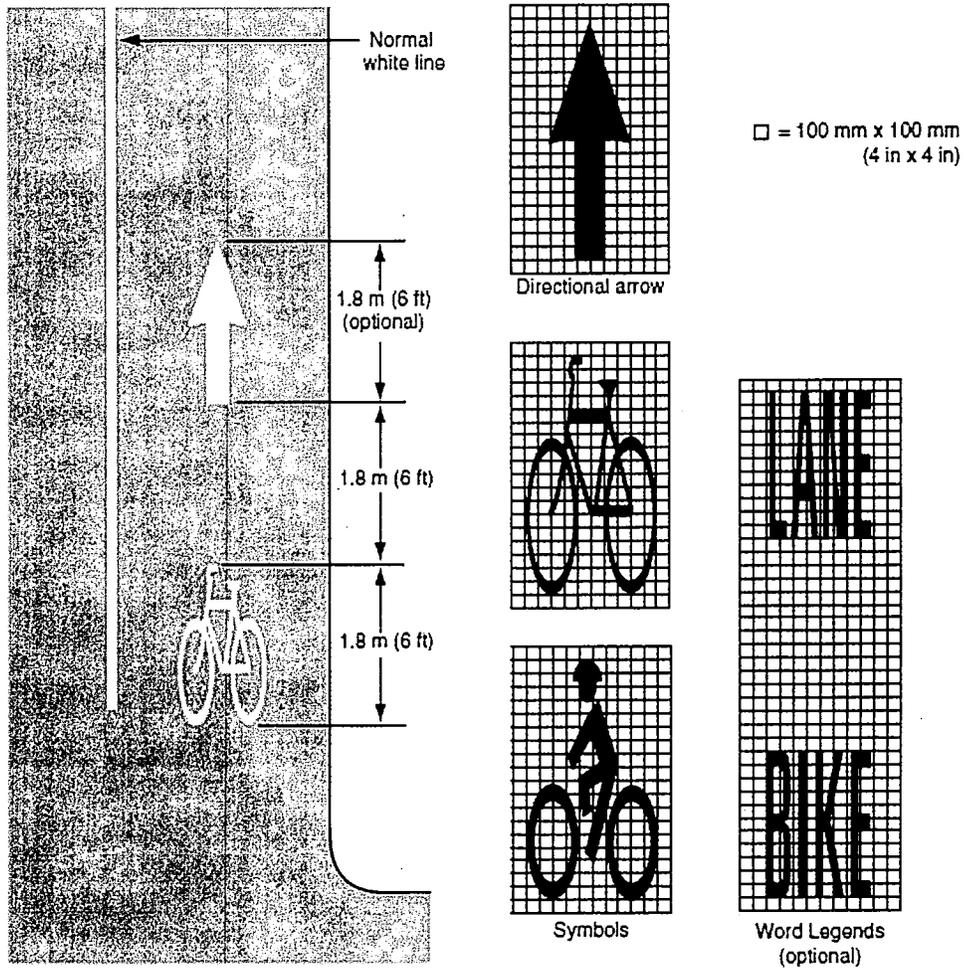
**Figure 9C-4. Example of Bicycle Lane Treatment at Parking Lane Into a Right Turn Only Lane**



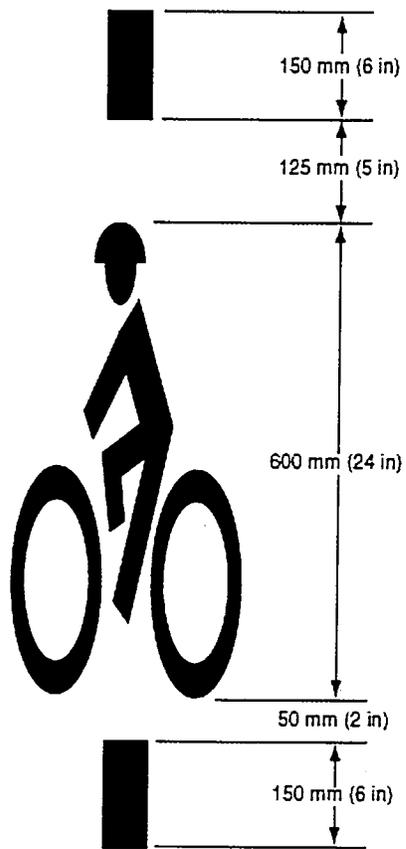
**Figure 9C-5. Example of Pavement Markings for Bicycle Lanes on a Two-Way Street**

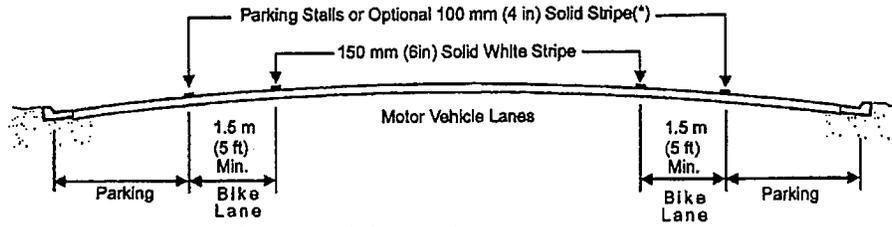


**Figure 9C-6. Example of Optional Word and Symbol Pavement Markings for Bicycle Lanes**



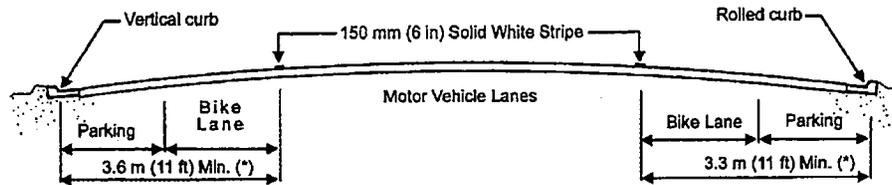
**Figure 9C-7. Example of Bicycle Detector Pavement Marking**





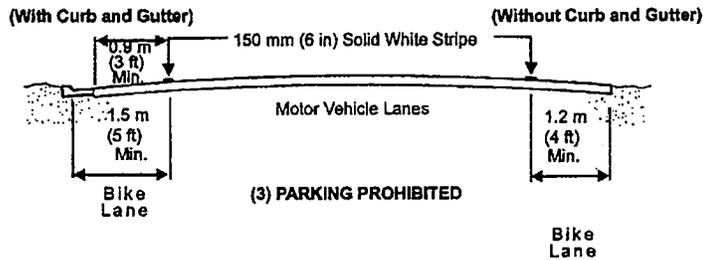
\* The optional solid white stripe may be advisable where stalls are unnecessary (because parking is light) but there is concern that motorists may misconstrue the bike lane to be a traffic lane.

(1) ON-STREET PARKING

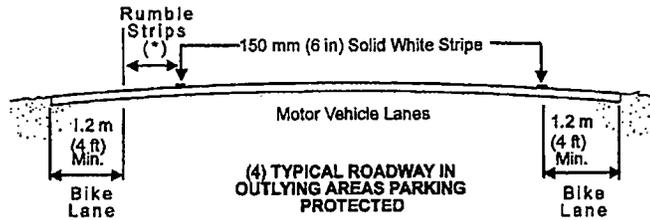


\*3.9 m (13 ft) is recommended where there is substantial parking or turnover of parked cars is high (e.g. commercial areas).

(2) PARKING PERMITTED WITHOUT PARKING STRIPE OR STALL



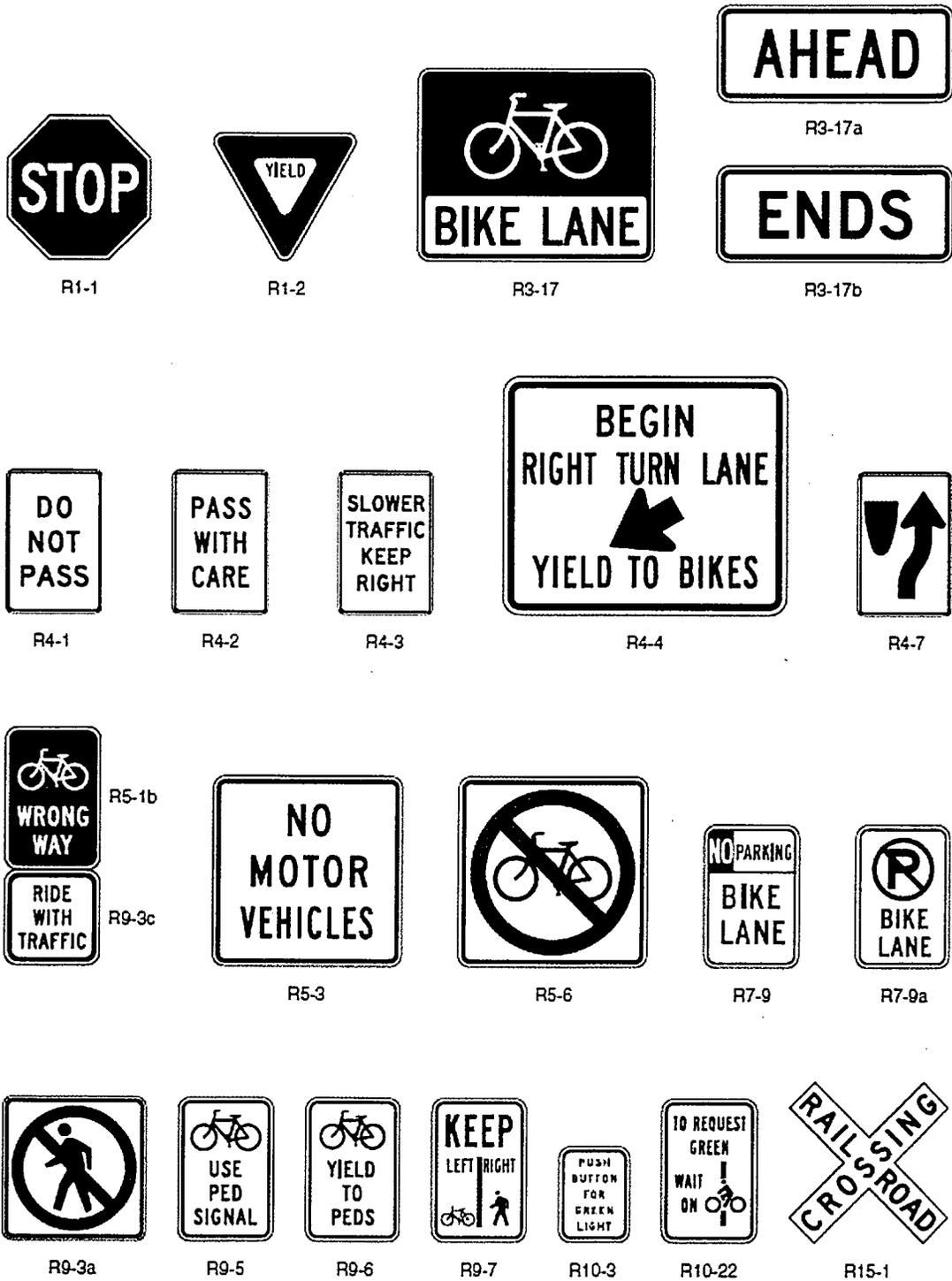
(3) PARKING PROHIBITED



\*If rumble strips exist there should be 1.2 m (4ft) minimum from the rumble strips to the outside edge of the shoulder.

Figure 6. Typical Bike Lane Cross Sections

Figure 9B-2. Regulatory Signs for Bicycle Facilities



**Jersey City Bikeway System (Phase 3)  
Summary of Costs**

| <b>Priority</b> | <b>Construction</b> | <b>Design</b>  | <b>Inspection</b> | <b>Total</b>     | <b>Municipal Share</b> | <b>Amount Required</b> |
|-----------------|---------------------|----------------|-------------------|------------------|------------------------|------------------------|
| <b>1</b>        | <b>154,000</b>      | <b>18,000</b>  | <b>20,000</b>     | <b>192,000</b>   | <b>42,000</b>          | <b>150,000</b>         |
| <b>2</b>        | <b>158,000</b>      | <b>18,000</b>  | <b>20,000</b>     | <b>196,000</b>   | <b>44,000</b>          | <b>152,000</b>         |
| <b>3</b>        | <b>248,000</b>      | <b>28,000</b>  | <b>35,000</b>     | <b>311,000</b>   | <b>70,000</b>          | <b>241,000</b>         |
| <b>4</b>        | <b>190,000</b>      | <b>22,000</b>  | <b>28,000</b>     | <b>240,000</b>   | <b>58,000</b>          | <b>182,000</b>         |
| <b>5</b>        | <b>130,000</b>      | <b>15,000</b>  | <b>18,000</b>     | <b>163,000</b>   | <b>36,000</b>          | <b>127,000</b>         |
| <b>Totals</b>   | <b>880,000</b>      | <b>101,000</b> | <b>121,000</b>    | <b>1,102,000</b> | <b>250,000</b>         | <b>852,000</b>         |

# Cost Estimate

**Bikeway System (Phase 3)  
Jersey City  
Hudson County**

## Priority 1

| DESCRIPTION                                               | QUANTITY | UNIT | UNIT PRICE | AMOUNT            |
|-----------------------------------------------------------|----------|------|------------|-------------------|
| Construction Signs                                        | 64       | SF   | 25.00      | 1,600.00          |
| Traffic Cone                                              | 100      | UN   | 15.00      | 1,500.00          |
| Traffic Director, Flagger                                 | 160      | HR   | 57.53      | 9,204.80          |
| Signs                                                     | 195      | UN   | 125.00     | 24,375.00         |
| Traffic Stripes, Thermoplastic                            | 20,500   | LF   | 1.00       | 20,500.00         |
| Traffic Markings, Thermoplastic - Bike Lane               | 91       | UN   | 300.00     | 27,300.00         |
| Traffic Markings, Thermoplastic - Bike Share Lanes        | 104      | UN   | 300.00     | 31,200.00         |
| Bicycle Rack                                              | 25       | UN   | 1,000.00   | 25,000.00         |
| <b>Total</b>                                              |          |      |            | <b>140,679.80</b> |
| <b>Contingencies</b>                                      |          |      |            | <b>13,320.20</b>  |
| <b>Total Construction Cost</b>                            |          |      |            | <b>154,000.00</b> |
| <b>Design</b>                                             |          |      |            | <b>18,000.00</b>  |
| <b>Right-Of-Way</b>                                       |          |      |            | <b>0.00</b>       |
| <b>Construction Management (Inspection &amp; Testing)</b> |          |      |            | <b>20,000.00</b>  |
| <b>Total Project Cost</b>                                 |          |      |            | <b>192,000.00</b> |
| <b>Municipl Share</b>                                     |          |      |            | <b>42,000.00</b>  |
| <b>Total Requested Amount</b>                             |          |      |            | <b>150,000.00</b> |

## Priority 2

| DESCRIPTION                                        | QUANTITY | UNIT | UNIT PRICE | AMOUNT            |
|----------------------------------------------------|----------|------|------------|-------------------|
| Construction Signs                                 | 64       | SF   | 25.00      | 1,600.00          |
| Traffic Cone                                       | 100      | UN   | 15.00      | 1,500.00          |
| Traffic Director, Flagger                          | 160      | HR   | 57.53      | 9,204.80          |
| Signs                                              | 229      | UN   | 125.00     | 28,625.00         |
| Traffic Stripes, Thermoplastic                     | 9,450    | LF   | 1.00       | 9,450.00          |
| Traffic Markings, Thermoplastic - Bike Lane        | 175      | UN   | 300.00     | 52,500.00         |
| Traffic Markings, Thermoplastic - Bike Share Lanes | 54       | UN   | 300.00     | 16,200.00         |
| Bicycle Rack                                       | 25       | UN   | 1,000.00   | 25,000.00         |
| <b>Total</b>                                       |          |      |            | <b>144,079.80</b> |
| Contingencies                                      |          |      |            | 13,920.20         |
| <b>Total Construction Cost</b>                     |          |      |            | <b>158,000.00</b> |
| Design                                             |          |      |            | 18,000.00         |
| Right-Of-Way                                       |          |      |            | 0.00              |
| Construction Management (Inspection & Testing)     |          |      |            | 20,000.00         |
| <b>Total Project Cost</b>                          |          |      |            | <b>196,000.00</b> |
| Municipal Share                                    |          |      |            | 44,000.00         |
| <b>Total Requested Amount</b>                      |          |      |            | <b>152,000.00</b> |

## Priority 3

| DESCRIPTION                                        | QUANTITY | UNIT | UNIT PRICE | AMOUNT            |
|----------------------------------------------------|----------|------|------------|-------------------|
| Construction Signs                                 | 64       | SF   | 25.00      | 1,600.00          |
| Traffic Cone                                       | 100      | UN   | 15.00      | 1,500.00          |
| Traffic Director, Flagger                          | 160      | HR   | 57.53      | 9,204.80          |
| Signs                                              | 396      | UN   | 125.00     | 49,500.00         |
| Traffic Stripes, Thermoplastic                     | 20,450   | LF   | 1.00       | 20,450.00         |
| Traffic Markings, Thermoplastic - Bike Lane        | 91       | UN   | 300.00     | 27,300.00         |
| Traffic Markings, Thermoplastic - Bike Share Lanes | 305      | UN   | 300.00     | 91,500.00         |
| Bicycle Rack                                       | 25       | UN   | 1,000.00   | 25,000.00         |
| <b>Total</b>                                       |          |      |            | <b>226,054.80</b> |
| Contingencies                                      |          |      |            | 21,945.20         |
| <b>Total Construction Cost</b>                     |          |      |            | <b>248,000.00</b> |
| Design                                             |          |      |            | 28,000.00         |
| Right-Of-Way                                       |          |      |            | 0.00              |
| Construction Management (Inspection & Testing)     |          |      |            | 35,000.00         |
| <b>Total Project Cost</b>                          |          |      |            | <b>311,000.00</b> |
| Municipal Share                                    |          |      |            | 70,000.00         |
| <b>Total Requested Amount</b>                      |          |      |            | <b>241,000.00</b> |

### Priority 4

| DESCRIPTION                                        | QUANTITY | UNIT | UNIT PRICE | AMOUNT            |
|----------------------------------------------------|----------|------|------------|-------------------|
| Construction Signs                                 | 64       | SF   | 25.00      | 1,600.00          |
| Traffic Cone                                       | 100      | UN   | 15.00      | 1,500.00          |
| Traffic Director, Flagger                          | 160      | HR   | 57.53      | 9,204.80          |
| Signs                                              | 307      | UN   | 125.00     | 38,375.00         |
| Traffic Stripes, Thermoplastic                     | 6,350    | LF   | 1.00       | 6,350.00          |
| Traffic Markings, Thermoplastic - Bike Lane        | 28       | UN   | 300.00     | 8,400.00          |
| Traffic Markings, Thermoplastic - Bike Share Lanes | 279      | UN   | 300.00     | 83,700.00         |
| Bicycle Rack                                       | 25       | UN   | 1,000.00   | 25,000.00         |
| <b>Total</b>                                       |          |      |            | <b>174,129.80</b> |
| Contingencies                                      |          |      |            | 15,870.20         |
| <b>Total Construction Cost</b>                     |          |      |            | <b>190,000.00</b> |
| Design                                             |          |      |            | 22,000.00         |
| Right-Of-Way                                       |          |      |            | 0.00              |
| Construction Management (Inspection & Testing)     |          |      |            | 28,000.00         |
| <b>Total Project Cost</b>                          |          |      |            | <b>240,000.00</b> |
| Municipl Share                                     |          |      |            | 58,000.00         |
| <b>Total Requested Amount</b>                      |          |      |            | <b>182,000.00</b> |

### Priority 5

| DESCRIPTION                                        | QUANTITY | UNIT | UNIT PRICE | AMOUNT            |
|----------------------------------------------------|----------|------|------------|-------------------|
| Construction Signs                                 | 64       | SF   | 25.00      | 1,600.00          |
| Traffic Cone                                       | 100      | UN   | 15.00      | 1,500.00          |
| Traffic Director, Flagger                          | 160      | HR   | 57.53      | 9,204.80          |
| Signs                                              | 158      | UN   | 125.00     | 19,750.00         |
| Traffic Stripes, Thermoplastic                     | 16,100   | LF   | 1.00       | 16,100.00         |
| Traffic Markings, Thermoplastic - Bike Lane        | 72       | UN   | 300.00     | 21,600.00         |
| Traffic Markings, Thermoplastic - Bike Share Lanes | 86       | UN   | 300.00     | 25,800.00         |
| Bicycle Rack                                       | 25       | UN   | 1,000.00   | 25,000.00         |
| <b>Total</b>                                       |          |      |            | <b>120,554.80</b> |
| Contingencies                                      |          |      |            | 9,445.20          |
| <b>Total Construction Cost</b>                     |          |      |            | <b>130,000.00</b> |
| Design                                             |          |      |            | 15,000.00         |
| Right-Of-Way                                       |          |      |            | 0.00              |
| Construction Management (Inspection & Testing)     |          |      |            | 18,000.00         |
| <b>Total Project Cost</b>                          |          |      |            | <b>163,000.00</b> |
| Municipl Share                                     |          |      |            | 36,000.00         |
| <b>Total Requested Amount</b>                      |          |      |            | <b>127,000.00</b> |

# Existing Jersey City Bikeway System



Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove Street  
Jersey City, NJ 07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

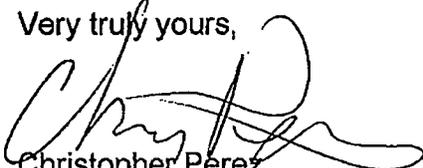
Dear Mayor Fulop,

On behalf of the **Berry Hill Neighborhood**, I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

The **Berry Hill Neighborhood** pledges to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,



Christopher Perez

Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove St.  
Jersey City, NJ  
07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

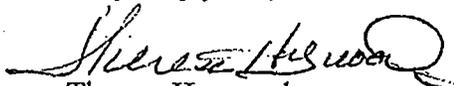
Dear Mayor Fulop,

On behalf of **Liberty Avenue Block Association**, I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

We, **Liberty Avenue Block Association** have pledged to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,

  
Theresa Haywood



# CITY OF JERSEY CITY

## OFFICE OF CITY COUNCIL

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302

P: 201 547 5319 | F: 201 547 4678

**DANIEL RIVERA**  
COUNCILMAN AT LARGE

Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove St.  
Jersey City, NJ  
07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

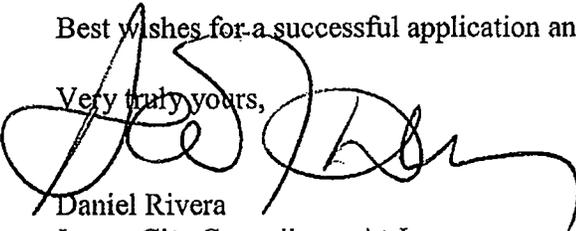
Dear Mayor Fulop,

As Jersey City Councilman At-Large, I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

I, as Councilman, have pledged to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,

  
Daniel Rivera  
Jersey City Councilman At-Large



# CITY OF JERSEY CITY

## OFFICE OF CITY COUNCIL

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302

P: 201 547 5315 | F: 201 547 4678

**CANDICE OSBORNE**

COUNCILWOMAN WARD E

Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove St.  
Jersey City, NJ  
07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

Dear Mayor Fulop,

As Jersey City Ward E Councilwoman, I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

I, as Councilwoman, have pledged to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,

A handwritten signature in black ink, appearing to read "Candace Osborne". The signature is fluid and cursive.

Candace Osborne  
Ward E Councilwoman  
Jersey City

Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove Street  
Jersey City, NJ 07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

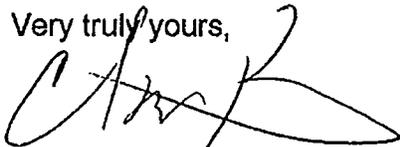
Dear Mayor Fulop,

On behalf of the **Bayside Park Neighborhood**, I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

The **Bayside Park Neighborhood** pledges to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Chris Perez', with a large, sweeping flourish at the end.

Christopher Perez

Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove St.  
Jersey City, NJ  
07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

Dear Mayor Fulop,

On behalf of **Zabriskie Street Block Association**, I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

We, **Zabriskie Street Block Association** have pledged to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,

Joseph Lopez

A handwritten signature in black ink, appearing to read 'Joseph Lopez', written in a cursive style.

8-29-13



# CITY OF JERSEY CITY

## OFFICE OF CITY COUNCIL

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5134 | C: 973 814 9042 | F: 201 547 4678

**JOYCE WATTERMAN**  
COUNCILWOMAN AT LARGE

Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove St.  
Jersey City, NJ  
07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

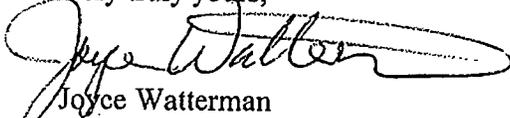
Dear Mayor Fulop,

As Jersey City Councilwoman At-Large, I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

I, as Councilwoman, have pledged to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,

  
Joyce Watterman  
Jersey City Councilwoman At-Large

# THE FRIENDS OF LIBERTY STATE PARK

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P.O. Box 3407, Jersey City, New Jersey 07303-3407  
pesinliberty@earthlink.net  
www.folsp.org

Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove St.  
Jersey City, NJ  
07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

Dear Mayor Fulop,

On behalf of The Friends of Liberty State Park, I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

We, The Friends of Liberty State Park, have pledged to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,



Sam Pesin, president  
The Friends of Liberty State Park



County of Hudson  
**BOARD OF CHOSEN FREEHOLDERS**

Administration Annex 567 Pavonia Avenue  
Jersey City, New Jersey 07306  
Phone: (201) 795-6001  
Fax: (201) 795-6923

**WILLIAM O'DEA**  
FREEHOLDER

August 30, 2013

Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove St.  
Jersey City, NJ  
07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

Dear Mayor Fulop,

As Freeholder, I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

As Freeholder, I have pledged to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,

William O'Dea  
Hudson County Freeholder

Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove St.  
Jersey City, NJ  
07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

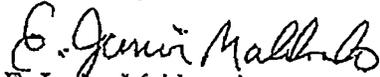
Dear Mayor Fulop,

As Hudson County Freeholder I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

As Freeholder I, have pledged to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,



E. Junior Maldonado  
Hudson County Freeholder, 4<sup>th</sup> District

Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove St.  
Jersey City, NJ  
07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

Dear Mayor Fulop,

On behalf of Bike JC I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

We at Bike JC have pledged to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,

*Carly Berwick*

Carly Berwick  
Bike JC board member

COUNTY OF HUDSON



**OFFICE OF  
THE COUNTY EXECUTIVE**

BRENNAN COURT HOUSE  
583 NEWARK AVENUE  
JERSEY CITY, NEW JERSEY 07306  
PHONE: 201-795-6200  
FAX: 201-714-4825

**THOMAS A. DE GISE**  
COUNTY EXECUTIVE

Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove St.  
Jersey City, NJ 07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

Dear Mayor Fulop,

As the Hudson County Executive, I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

I have pledged to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

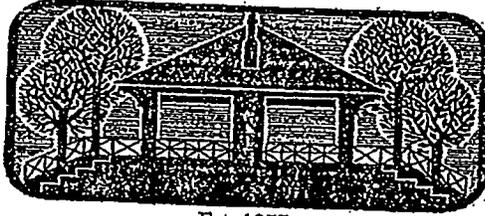
Best wishes for a successful application and project.

Very truly yours,

A handwritten signature in black ink that reads "Thomas A. DeGise". The signature is written in a cursive style with a large, sweeping initial "T".

Thomas A. DeGise  
Hudson County Executive

# Hamilton Park Neighborhood Association



Est. 1977

PMB #168, 344 Grove Street, Jersey City, NJ 07302  
Tel messages 201-589-0750 - e-mail [hpnaic@gmail.com](mailto:hpnaic@gmail.com) - visit us on Facebook

August 29, 2013

Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove St.  
Jersey City, NJ 07302

Re: The City of Jersey City Bikeability Initiative  
NJDOT Bikeways Grant

Dear Mayor Fulop,

On behalf of the Hamilton Park Neighborhood Association, I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

We, the Hamilton Park Neighborhood Association, have pledged to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Elna Mukaida".

Elna Mukaida, President  
HPNA



Mayor Steven Fulop  
Mayor of the City of Jersey City, NJ  
280 Grove St.  
Jersey City, NJ  
07302

Re: The City of Jersey City  
Bikeability Initiative  
NJDOT Bikeways Grant

Dear Mayor Fulop,

On behalf of Riverview Neighborhood Association, Inc.(RNA) I wish to support the City of Jersey City's application to the New Jersey Department of Transportation's Bikeway Program to cover the costs for the proposed Bikeability Initiative. The planned bikeway will be an asset to the City of Jersey City and the region.

We, (RNA) have pledged to cooperate in every way possible with the city to ensure that the proposed bikeway project comes to fruition. The continuing transportation and commercial vitality in this region of Hudson County depends upon the success of this bikeway project. The City of Jersey City's request for economic support from the Department of Transportation's Bikeway Program should be given serious consideration because of the impact it will have on our entire region of Hudson County.

Best wishes for a successful application and project.

Very truly yours,

Becky Hoffman  
President  
Riverview Neighborhood Association, Inc.

# MAKING JERSEY CITY BIKEABLE



## WHAT IS BIKEABILITY?

A bikeable city is one in which biking is a normal mode of transport, not something that only young people, people without cars, and athletes do, but something all kinds of people do. Examples are New York, San Francisco, and Minneapolis.

Bikeability is as much a cultural quality as it is a physical one. If the conventional wisdom, the culture of a city holds that cars are the way grownups get around, and bikes are for kids, recreation, and those who can't afford cars, then it doesn't matter how much bike infrastructure is installed, motorists and bikers won't share the road.

By the same token, bikeability will advance much faster and more smoothly once we reach a sort of cultural tipping point – a shift in the general opinion of bicycling and what its role is in society. Once this happens, things like bike lanes will seem obvious, and we'll wonder what we did without them. If we as a city commit to bikeability, it will legitimize biking in the eyes of the citizens, bringing about the general change of heart.

One look at other major cities in the United States and around the world reveals that this cultural shift is happening globally – *all the more reason to kick-start it locally.*

## WHY?

The benefits of bikeability, and the enormous increasing in biking that come along with it are extensive. These are just a few:

- **HEALTH** Biking is proven to improve cardio-respiratory and muscular fitness
- **TRAFFIC** Biking takes cars off the road, decreasing congestion, and reduces demand for parking
- **POLLUTION** reduces pollution from car exhaust, makes the air we breathe cleaner, and takes away from greenhouse gas emissions.

- LOCAL Bikers don't travel as far, so they live and spend *locally*, contributing to the local economy.
- VIBRANCE Bikers add to the energy of a street more than cars do
- CONVIENIENVCE Getting home from the PATH, going out to eat, and going to the drugstore are all easier on a bike than in a car in Jersey City

Dense cities and the automobile just don't get along, anyone who has driven in one realizes that. As our cities and the metropolitan areas they compose grow and become more interconnected, traffic slows to a crawl, and parking becomes impossible. The populations of cities are growing faster now than they have any time in the last thirty years, so these problems are only going to intensify.

Bikeability is a very cheap, quick, and effective solution to these problems. It is not in any way radical or new. The trails to achieve it have already been blazed by cities like Portland, San Francisco and Brooklyn. Jersey City would not be on the cutting edge by working towards it. On the contrary, we would be struggling to catch up.

## ROADMAP TO A BIKEABLE JERSEY CITY

**GOAL: MAKE JERSEY CITY FULLY BIKEABLE BY SPRING 2015**

### COMPONENTS

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#### BIKE PARKING

Ample bike parking is important for obvious practical reasons, but it also legitimizes biking. If bikes are just chained to trees and sign posts, it sends a message that biking is something tolerated, but not encouraged.

#### BIKE LANES AND SHARROWS

The single most important element of bikeability. Without them, riders are in danger and contribute to traffic problems. With them, the numbers of bikers, and more importantly, the diversity of bikers will spike.

## BIKE EDUCATION/COMMUNICATIONS

The behavior of drivers and riders needs to change so that they can share the road without putting each other at risk, or getting in each other's way. The common mindset about who belongs on the street needs to be altered to include bicyclists. This will mostly happen naturally, but anything we can do to speed it up would be helpful. This is also the kind of project that will help rebrand Jersey City. It's progressive, green, and cool. so it should be very prominent

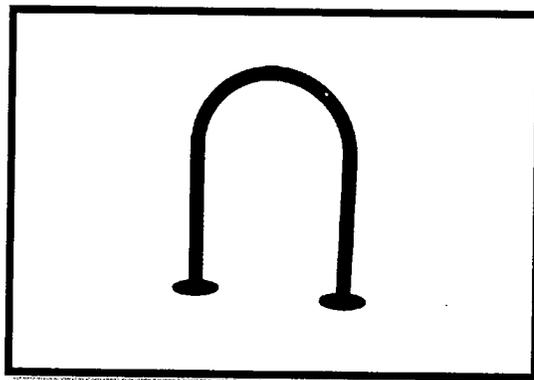
## BIKE SHARE

A system where people can use city owned bikes for a membership fee or a hourly rate. Saves people from having to own and store a bike, which can be very difficult if an urban environment like Jersey City. It also allows visitors who arrived by public transit to get around the city.

*The project naturally divides into these four components. They are separate but interdependent. Each magnifies the benefits of the other three. Bike lanes, for example, further legitimize bike travel in the eyes of motorists, making them more safety conscious. This defrays some of the need for safety education. The four components of the bikeability plan synergize to cause a shift in the way citizens view bike transit and who belongs on the road.*

## BIKE PARKING

Usually, bike parking means this:



Called the "inverted U" rack, it's the standard. Each parks two bikes. There are a myriad of options, but these are the most cost and space efficient.

## REQUEST PARKING

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Many of the areas with the greatest need for additional parking aren't even administered by the city. We are reaching out to whichever agency does administer them to ask that they install bike parking. Requests will be made to:

- Hudson County (county buildings, roads, etc.)
- The Port Authority (PATH stations)
- NJTransit (HBLR stations)
- NJIT, St. Peter's, HCCC, (colleges)

When we get a commitment for bike parking from one of the above organizations, we send out a survey to constituents where exactly they want it. For example: "Which light rail stations need the most additional parking?" This allows us to better address the constituents' needs, makes them feel more involved, and creates a buzz around bikeability.

**TIMELINE** Already underway

**COST** Free

## CROWD-SOURCED NEED STUDY

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It is clear that there isn't enough bike parking, as bikes are much more often seen on signposts and trees than on racks. However, we don't know where the parking is needed, or how much more we need. Obviously it is better to put in more than less, because biking will increase in JC no matter what in the coming years. The best way to ascertain the magnitude and location of the need is to crowd-source it.

There will be a Google Map on [www.cityofjerseycity.com/biking](http://www.cityofjerseycity.com/biking) (detailed in the communications/education plan below). Users will be able to vote on where they want bike parking. They will click on a location on the map. This will drop a pin, and then they will click a submit button. All submissions will be geo-coded on a single map for us to look at.

**TIMELINE** Will be ready for launch within the month.

**COST** Free. We can use Google Maps API, which is freeware.

## TARGETED INSTALLATION

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We don't want to install a huge amount of bike parking at once, because we don't know how much we need. Instead we will commit to adding several new parking spaces a month, and taper off as the need diminishes. This way, we won't be in danger of adding too much, and we won't have to spend a lot of money at once.

- We will convert the pin-dropped votes from the crowd source system into a heat-map showing density of pin-drops as color.
- We will identify the zones where there is a need. At the end of the month, we will install parking where the color is darkest, and then clear the map.
- If we have added enough parking to the problem locations, they won't receive votes in the next month, and we can add it somewhere else that does.
- We will continue these monthly "cycles" of mapping need and installation until we stop getting votes
- If no one votes, we can install bike parking the way Hoboken and New York do— completely unsystematically

**TIMELINE** Will begin as soon as the need-mapping system has been up for a month.

**COST** \$65 per "inverted U" bike rack.

## BIKE CORRAL

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It's essentially a group of inverted U's with attached bases. These can be installed on the street, and provide a large amount of bike parking without using sidewalk space. There is an added benefit to bike corrals: if they are placed within 25 feet on an intersection, Bike corrals "daylight" the intersection. That is, they act as a transparent barrier, physically barring drivers from parking too close to the intersection. This allows people making turns to see around the corner, and prevents accidents.

Enforcing parking laws in Jersey City is a herculean task. Bike corrals alleviate the need to enforce this law, as motorists physically cannot park too close to the intersection. This is a very powerful synergy.

**TIMELINE** Will Can begin as soon as the crowd-sourced system has been online for a month.

**COST** \$225 per 8-bike corral rack, but it is possible to benefit from economies of scale.

#### BIKE SHARE PARKING

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When we institute the bike share project pilot in spring 2014 (detailed below) we should install more bike parking in anticipation. The location will be dependent on the details of the bike share pilot, but is important that they are branded.

#### SPONSORSHIP PROGRAMS

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We already have a bike rack sponsorship program, where a business can essentially buy a rack from the city at a discount and we install it for them. They get to brand it however they want. We should also institute a bike corral sponsorship program, in which a business near an intersection can partially or wholly sponsor the corral and get free installation. We should create an online application and send a link to a list of businesses likely to apply.

**TIMELINE** Underway

**COST** Under \$100

#### OVERALL TIMELINE

### BIKE LANES AND SHARROW NETWORK

Bike Lanes are integral to bikeability, and there needs to be a fairly extensive network of them before it makes sense to do a bike share. There was a report done about a year ago by the city and others which includes a map with 54 miles of proposed lanes and sharrows. They are split into five groups according to priority.

**BIKE LANES** are essentially two four-inch wide strips of paint spaced about three feet apart on the road. Every 225 feet, there is a stencil of a bike rider. They go one way, so a two way street needs two of them.

**SHARROWS** are the bike rider stencil spaced more closely and without the parallel stripes. When a street is too narrow for a bike lane, they are the next best thing. They are used to guide bikers onto streets we deem are good for biking –streets without too much high speed traffic. They also alert drivers more effectively than signs do.

**BIKE SIGNS** are metal “share the road” signs, spaced 225 apart’.

## METHOD

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Thermoplastic is superior because its more visible at night, “bumps” slightly when driven over because it’s raised, and doesn’t require the street-closings and labor costs of frequent repainting. It lasts about 10 years. Latex paint is your standard road paint, lasts 2-3 years, and costs about one fifth what thermoplastic costs. We are going to go with latex paint to test out our bike lanes, make changes, and when the paint wears out, we’ll restripe in thermoplastic.

The methods used by the bike study to determine the routes that make up the 54-mile network were very rigorous. We had input from community bike activists, city planners, traffic engineers, and others. We evaluated each potential route based on how it connects neighborhoods to one another, and how it connects residential areas to commercial. At least someone from the group has personally biked each one of these routes. As we actually paint them, we will go over each one again to make sure it is safe, and adheres to all regulations like minimum cart way, etc.

**COST** \$330,000 over 1 year

## TIMELINE

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|         |          |          |           |
|---------|----------|----------|-----------|
| 1 Month | 2 months | 8 months | 2-3 years |
|---------|----------|----------|-----------|

|                                                                 |                                             |                                                      |                                                               |
|-----------------------------------------------------------------|---------------------------------------------|------------------------------------------------------|---------------------------------------------------------------|
| Bike-lane striping begins on streets currently being resurfaced | Close study begins on all bike lanes routes | Striping begins on the rest of the bike lane network | Bike lane network is adjusted and re-striped in thermoplastic |
|-----------------------------------------------------------------|---------------------------------------------|------------------------------------------------------|---------------------------------------------------------------|

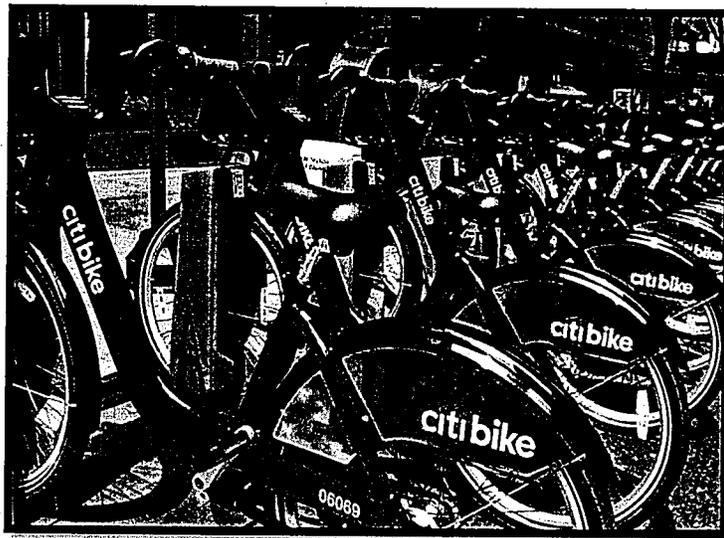
## BIKE SHARE

A bike share is a set of bikes which anyone can pay to use for a short period of time. This will be the most high profile part of the bikeability plan, and the biggest political win. There are many different types of bike shares with various strengths and weaknesses.

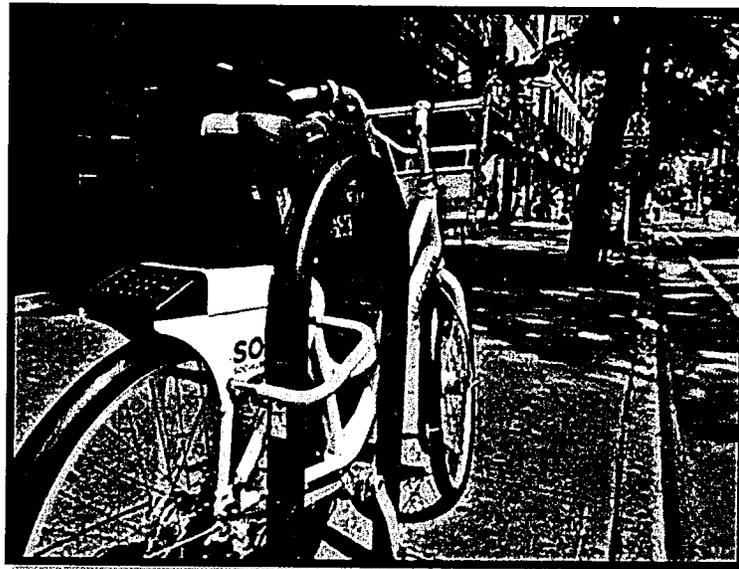
**OPERATOR** Entity which maintains the bikes, redistributes them as needed throughout the city and monitors the software and user data. This can be the city, or it can be another company, as is the case in Hoboken

**SOFTWARE** Keeps track the bikes locations of the how many bikes, which are operational, how many users, and logs data about how the bikes are used, **PAYMENT SYSTEM** choices are coin deposits, credit card kiosks, monthly memberships

**DOCKED** systems have automated bike docks that serve as payment stations and locking systems. Citibike, and most bike shares, use this system.



**DOCKLESS** systems are a new technology which integrates the functions of the docking station into the bikes themselves. The user unlocks the bike with a pin number, and can re-lock it to an ordinary bike lock. An onboard GPS transmits the locations of the bikes to members' smart phones, and they are visible as blips on the map, so users know where to find them.



## CRITERIA

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This is what we want out of a bike share

**SCALABILITY** We want the freedom to start small to see what works and what doesn't without spending a huge amount, but we also want the capability to expand into a regional, county-wide program .

**COMPATIBILITY** with Hoboken's program

**SPACE EFFICIENCY** Our streets and sidewalks are crowded as is. We don't have room for large docking stations.

**FLEXIBILITY** This is still very new to Jersey City, so we want a program which we can fine-tune to our needs once we understand how they are used

**DATA LOGGING** We want a system which logs extensive user data so that we can adjust the system based on something more than intuition.

**OPTIONS**

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1. **CITY BUILT AND OPERATED** City assumes startup and operating costs. These costs can be defrayed by selling advertising on the bikes themselves. City receives revenue
2. **CITY BUILT AND CONTRACT OPERATED** City assumes startup costs. Contractee assumes operating costs. Contractee can be compensated with all or part of the revenue generated, advertising, or access to public property
3. **FRANCHISE** The city opens up the bike share market to any operator that thinks they can turn it into a profitable venture. The city regulates and licenses bike sharing operators to ensure they are free of fraud and the bikes are safely maintained.

Option 2 makes the most sense for us, especially because bike rental companies are already interested in using the space along the waterfront to operate. They would be ideal operators because bike rental and bike share operation require much of the same skills and equipment. If we could negotiate a deal with an operator in which we don't have to give them advertising on the bikes, we could sell that to defray startup costs.

**COST** \$1000/bike startup costs

**TIMELINE**

| 3 months                    | 9 months                      | 14 Months                                                                                                              | 21 months                     |
|-----------------------------|-------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Issue RFP for pilot program | Launch 100-bike pilot program | Review pilot program. Either issue new RFP for full sized program or work with pilot contractor to design full program | Launch full 1000-bike program |

**EDUCATION/COMMUNICATIONS**

As I said earlier, bikeability is more in the minds of the citizens than in the bike infrastructure. Jersey city needs to be educated about how to bike safely with motorists and drive safely with bikers.

We also need to show people how important bikeability is to a vital city

[www.cityofjerseycity.com/biking](http://www.cityofjerseycity.com/biking) will be the central source for biking info.

It will include

- One-page flyer detailing biking safety and traffic laws
- Link to the bike parking location voting app detailed above
- Link to the bike parking sponsorship applications.
- Embedded video players with bike safety PSA's which are already made
- Link to the application to the Bike rack design contest
- A Google map of planned and completed bike lanes
- Link to the bike share registration page
- Information about the benefits of biking

**TIMELINE** Can begin immediately, with other features, such as the bike share link, added when necessary

**COST** Free

#### BRANDING

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Bikeability can go a long way towards rebranding our city and changing public perception, so we need to really own this bikeability initiative, give it a logo, snappy name, and make sure we get them on all the new bike racks, the website, the bikes hare bikes, etc.

#### POLICE AND PARKING AUTHORITY MEMO

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They need to be made aware of these policy changes, reminded of the specific rules governing bikes in traffic, and instructed to enforce them.

#### JCPD SCHOOL VISIT

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A police officer should every third grade class once a year to do a bike safety talk.

#### PRESS EVENT

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The bike share needs to be rolled out with a big press event, perhaps co-sponsored by BikeJC and whatever the bike share contractor is, in which there will be a Ward Tour on bike share bikes lead by the Mayor, and open to all residents.

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

City Clerk File No. Res. 13.644

Agenda No. 10.7.9

Approved: SEP 11 2013

TITLE:



## RESOLUTION IN SUPPORT OF THE CONSTITUTIONAL AMENDMENT THAT WOULD RAISE THE STATE MINIMUM WAGE TO \$8.25 AN HOUR AND TIE FUTURE INCREASES TO THE CONSUMER PRICE INDEX

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

**WHEREAS**, pursuant to the Fair Labor Standards Act (FLSA), the federal minimum wage for covered nonexempt employees is \$7.25 per hour, effective July 24, 2009; the New Jersey State minimum wage is currently \$7.25 per hour and is superseded by the federal minimum wage rate if the later is higher than the New York - New Jersey rate; and

**WHEREAS**, an initiative that would amend the New Jersey Constitution to raise the State's minimum wage to \$8.25 an hour beginning January 1, 2014 and to tie further increases to the annual Consumer Price Index (CPI) will appear on the November 2013 ballot for voter approval; and

**WHEREAS**, in order to be placed on the ballot, a resolution in support of the increase had to be approved by both houses of the State Legislature in 2012 and 2013; and

**WHEREAS**, as of January 1, 2013, nineteen (19) States, including Connecticut, Florida, Illinois, Maine, Massachusetts, Michigan, Missouri, Ohio, Rhode Island and Vermont, have minimum wages higher than the federal government rate, and ten (10) States have indexed their minimum wage to the CPI; and

**WHEREAS**, an increase in the minimum wage would translate into increased spending on locally produced goods and services by workers benefitting from the higher minimum wage, which would help stimulate the local economy; and

**WHEREAS**, a 2011 study by the Chicago Federal Reserve Bank and a 2009 study by the Economic Policy Institute have shown that raising the minimum wage boosts consumer spending because low-wage workers spend their additional earnings in a manner that benefits the economy; and

**WHEREAS**, before taxes, a full-time minimum wage worker in New Jersey earning \$7.25 per hour, working 40 hours a week, 52 weeks a year, will earn \$58 per day, \$290 per week, or \$15,080 per year; and

**WHEREAS**, the inadequacy of the present minimum wage increases the need for public assistance among individuals in the work force, undermines the work ethic by discouraging participation in the labor market and is a contributing factor in the cycle of poverty; and

**WHEREAS**, New Jersey residents in minimum wage jobs should be provided with an increased wage to better support their families and provide them with food and shelter.

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

1. The Council strongly supports the initiative on the ballot to raise the State's minimum wage and tie further increases to CPI and urges Jersey City's voters to support the measure; and

TITLE: **RESOLUTION IN SUPPORT OF THE CONSTITUTIONAL AMENDMENT THAT WOULD RAISE THE STATE MINIMUM WAGE TO \$8.25 AN HOUR AND TIE FUTURE INCREASES TO THE CONSUMER PRICE INDEX**

- 2. Copies of the within Resolution be forwarded to Assembly Speaker Sheila Y. Oliver, Senate Majority Leader Stephen Sweeney, the Hudson County Delegation to the State and Governor Chris Christie.

JM/he  
9/10/13

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

Business Administrator

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

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.11.13 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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