

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

City Clerk File No. Res. 13-323

Agenda No. 10.A

Approved: MAY 08 2013

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2013 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2013 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, there was an error on the temporary budget resolution on April 24, 2013 and the total should have read \$323,649,727; and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2013 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$324,795,727**.

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

1. An emergency temporary appropriation is hereby created for:

	FROM	TO
J.C. Signalization Improvements	\$0	\$792,000
Bonfield Grant	\$0	\$10,000
ASPCA	\$0	\$10,000
UASI - JC Gold Coast Waterfront	\$0	\$75,000
UASI - Buffer Zone Protection Program	\$0	\$259,000
<b>TOTAL INCREASE</b>		<b>\$1,146,000</b>

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2013 Municipal Budget.

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

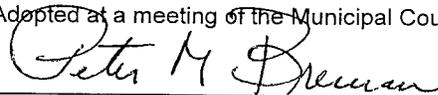
**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												5.8.13	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓				
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓				
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 13-324

Agenda No. 10.B

Approved: MAY 08 2013

TITLE:



**RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN DEED RESTRICTIONS IMPOSED BY THE CITY AGAINST CERTAIN PROPERTY KNOWN ON THE OFFICIAL TAX MAP OF THE CITY AS BLOCK 11110, LOT 5, AND MORE COMMONLY KNOWN AS 251 NEWARK AVENUE**

**COUNCIL**

**offered and moved adoption of the following Resolution:**

**WHEREAS**, on May 2, 1972, the Municipal Council of the City of Jersey City [City] authorized the public auction of certain property identified on the City's tax map as Block 349, Lot 24, more commonly known by the street address of 326 First Street, Jersey City [Property I]; and

**WHEREAS**, the City thereafter conveyed Property I to Chassen Realty Incorporated, for \$1,500, by deed dated September 7, 1972 and recorded in Book 3127, at page 1049, in Hudson County [Deed], a copy of which is attached hereto as "Exhibit A"; and

**WHEREAS**, on March 5, 1968 the Municipal Council of the City of Jersey City authorized the public auction of certain property identified on the City's tax map as Block 349, Lot 5, more commonly known by the street address of 342 First Street [Property II]; and

**WHEREAS**, the City thereafter conveyed Property II to Jacob Chassen and Sidney Chassen for \$8,000, by deed dated May 2, 1968 and recorded in Book 3036, Page 232; and

**WHEREAS**, thereafter Property I and II were consolidated with Block 349, Lot 13 and are now known together as Block 11110, Lot 5 and by the street address of 251 Newark Avenue [hereafter, the Property]; and

**WHEREAS**, the Deeds to both Property I and Property II contain the following restriction:

"That the lands and premises hereinbefore described shall not be used for the storing, disassembly, burning and selling of used motor vehicles and parts thereof; a used car lot, junk yard, storage of broken glass or empty bottles, or for the erection, construction and use of a truck terminal, chemical and dye plant or *horizontal condominium*",

[Restriction]; and

**WHEREAS**, pursuant to N.J.S.A. 46:8B-29, a municipality cannot impose a restriction on use arising from the form of ownership; and

**WHEREAS**, the present contract purchaser now wishes to purchase the Property and obtained planning approvals from the Jersey City Planning Board on May 15, 2012; and

**WHEREAS**, the purchase requires the release of the Restrictions in order to convey marketable title and to obtain financing to implement the redevelopment of the Project; and

**WHEREAS**, N.J.S.A. 40:60-51.2 and N.J.S.A. 40:60-51.5 allow a municipality, after advertisement in a newspaper once each week for two (2) weeks and a public hearing, to waive, release, modify or subordinate terms, covenants, conditions, limitations or reverts imposed in connection with conveyance of real property by a municipality so long as the waiver is done honestly and in good faith; and

TITLE:

**RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN DEED RESTRICTIONS IMPOSED BY THE CITY AGAINST CERTAIN PROPERTY KNOWN ON THE OFFICIAL TAX MAP OF THE CITY AS BLOCK 11110, LOT 5, AND MORE COMMONLY KNOWN AS 251 NEWARK AVENUE**

**WHEREAS**, following an advertisement of the proposed waiver in the Jersey Journal in each of the two (2) weeks preceding this meeting and after the public hearing was held thereon, the Municipal Council hereby determines that it is in the best interests of the City to release the Restriction.

**WHEREAS**, pursuant to State Law in order for this resolution to be recorded in the office of the Hudson County Register, it must be acknowledged.

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

1. The City finds and declares that the Restriction in the above deeds dated March 5, 1968 [Property II] and May 2, 1972 [Property I] is inconsistent with current land use regulations and the law, and is no longer in the best interests of the City; and
2. It is hereby determined following the advertisement and a public hearing, the Restriction contained in the above deeds together with Block 349, Lot 13, now consolidated as Block 11110, Lot 5 and now known collectively by the street address of 251 Newark Avenue shall be released and shall hereafter be of no force or effect; and
3. The Mayor is hereby authorized to execute this resolution as acknowledged so that it can be recorded in the Office of the Hudson County Register.

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

**WITNESS**

**CITY OF JERSEY CITY**

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

\_\_\_\_\_  
Jerramiah T. Healy, Mayor

TITLE:

**RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN DEED RESTRICTIONS IMPOSED BY THE CITY AGAINST CERTAIN PROPERTY KNOWN ON THE OFFICIAL TAX MAP OF THE CITY AS BLOCK 11110, LOT 5, AND MORE COMMONLY KNOWN AS 251 NEWARK AVENUE**

STATE OF NEW JERSEY )

SS:

COUNTY OF HUDSON )

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

Sworn and subscribed to  
before me this day  
of , 2013

\_\_\_\_\_  
Notary Public

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

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.8.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 13-325

Agenda No. 10.C

Approved: MAY 08 2013

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 124 CARLTON AVENUE A/K/A BLOCK 4203, LOT 33 F/K/A BLOCK 943, LOT 18**

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, on March 11, 1998, Joseph Veintimilla and Kristina Veintimilla (Borrowers) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$2,500.00 made under the Employee Homebuyer Incentive Program; and

**WHEREAS**, the loan was made for the purpose of financing a two (2) family residential unit and it self-amortizes over five (5) years provided the homeowners reside in the property and do not sell the property; and

**WHEREAS**, the mortgage affects property known as 124 Carlton Avenue, Jersey City, also known as Block 4203, Lot 33 f/k/a Block 943, Lot 18; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Joseph Veintimilla and Kristina Veintimilla dated March 11, 1998, in the sum of \$2,500.00 affecting 124 Carlton Avenue, also known as Block 4203, Lot 33 f/k/a Block 943, Lot 18.

IW/he  
5/01/13

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

02013070

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

# Jersey City Law Department Memorandum

**To:** Council President and Members of the Municipal Council  
**From:** Itza G. Wilson, Assistant Corporation Counsel *IW*  
**Subject:** Requests for Discharge of Mortgages  
**Date:** May 1, 2013

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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. 13-326

Agenda No. 10.D

Approved: MAY 08 2013

TITLE:



**A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING A SOUTHBOUND, NEAR-SIDE BUS STOP ON BERGEN AVENUE AT BERGEN SQUARE, ALL TIMES**

The Municipal Council, as a whole resolution:

offered and moved adoption of the following

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

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

**WHEREAS**, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving both vehicular and pedestrian safety, that the attached regulation (No. 13-006) be promulgated repealing a bus stop at the location described; and

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

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

(13-006) Repeal a southbound, near-side bus stop on Bergen Avenue @ Bergen Square, all times.

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

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

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

APPROVED: [Signature] 4/17/13  
Municipal Engineer

APPROVED: [Signature] 4/17/13 APPROVED AS TO LEGAL FORM  
Director, Dept. of Public Works

APPROVED: [Signature]  
Business Administrator

CFL: pcl  
(04.17.13)

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.8.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

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

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



HONORABLE JERRAMIAH HEALY, MAYOR  
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 13-006

April 16, 2013

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**BUS STOP REGULATION - REPEALED**

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

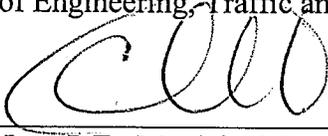
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-69 (C) (6) of the Jersey City Municipal Code, the following location is hereby REPEALED as a bus stop:

STREET

HOURS

1. [*Bergen Avenue, southbound on the westerly side at:  
a. Bergen Square- (near-side)  
Beginning at the northerly curb line of Bergen Square and  
extending to a point 105 feet northerly therefrom.*]

Division of Engineering, Traffic and Transportation

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

Approved by Municipal Council Resolution  
Date: \_\_\_\_\_

**FACTSHEET**

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

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

A resolution supplementing the Manual of Bus Stop Designations of the City of Jersey City repealing a southbound, near-side bus stop on Bergen Avenue at Bergen Square, all times

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

Lee D. Klein, P.E., PTOE, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Ms. Vigo the Manager of the Day Care Center at 895 Bergen Avenue.

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

Repeal the southbound, near-side bus stop on Bergen Avenue @ Bergen Square, all times

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

Individuals who are waiting for the bus or who are discharged from the bus negatively interface with the children who are attending the Day Care center, and their parents, located at 895 Bergen Avenue.

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

Improve the quality of life for the children who are attending the Day Care center at 895 Bergen Avenue and their parents.

There is an another bus stop on the south west corner of Bergen Avenue @ Newkirk Street that will serve the riders.

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

No cost to the City. NJ Transit will remove the signs.

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

Upon adoption by the Municipal Council

**8. Anticipated completion date:**

Twenty Days after adoption by the Jersey City Municipal Council

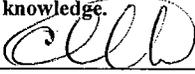
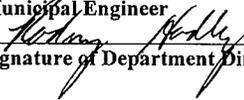
**9. Person responsible for coordinating proposed program, project, etc.:**

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

**10. Additional comments:**

At one time six bus routes served the location but it is not down to three. Once the bus stop is repealed, metered parking could be provided.

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

	<u>4/12/13</u>
Municipal Engineer	Date
	<u>4/12/13</u>
Signature of Department Director	Date



SCALE OF FEET  
 0 10 20 30 40 50 60 70 80  
 © 1971, JANUARY 2005, SAUBORY

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

City Clerk File No. Res. 13-327

Agenda No. 10.F

Approved: MAY 08 2013

TITLE:



**A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING A NORTHBOUND, FAR-SIDE BUS STOP ON MARTIN LUTHER KING DRIVE AT WILKINSON AVENUE, ALL TIMES AND DESIGNATE A NORTHBOUND, NEAR-SIDE BUS STOP ON MARTIN LUTHER KING DRIVE AT WILKINSON AVENUE, ALL TIMES**

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

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

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

**WHEREAS**, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving both vehicular and pedestrian safety, that the attached regulations (No. 13-007 and 13-008) be promulgated repealing and designating a bus stop at the locations described; and

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

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

(13-007) Repeal a northbound, far-side bus stop on Martin Luther King Drive @ Wilkinson Avenue, all times  
(13-008) Designate a northbound, near-side bus stop on Martin Luther King Drive @ Wilkinson Avenue, all times

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

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

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

APPROVED: [Signature] 4/25/13  
Municipal Engineer

APPROVED: [Signature] 4/26/13 APPROVED AS TO LEGAL FORM  
Director, Dept. of Public Works

APPROVED: [Signature]  
Business Administrator

CFL: pcl  
(04.26.13)

[Signature]  
Corporation Counsel

Certification Required   
Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

CITY OF  
**JERSEY CITY**

DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION



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

HONORABLE JERRAMIAH HEALY, MAYOR  
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 13-007

April 26, 2013

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**BUS STOP REGULATION - REPEALED**

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

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

STREET	HOURS
1. [ <i>Martin Luther King Drive, northbound on the easterly side at: a. Wilkinson Avenue - (far-side) Beginning at the northerly curb line of Wilkinson Avenue and extending to a point 100 feet northerly therefrom.</i> ]	<i>All Times</i>

Division of Engineering, Traffic and Transportation

 4/25/13

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

Approved by Municipal Council Resolution

Date: \_\_\_\_\_

CITY OF  
**JERSEY CITY**

DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION



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

HONORABLE JERRAMIAH HEALY, MAYOR  
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 13-008

April 26, 2013

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**BUS STOP REGULATION - DESIGNATED**

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

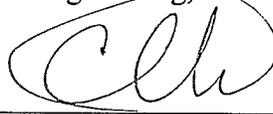
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-69 (C) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a bus stop:

STREET

HOURS

1. Martin Luther King Drive, northbound on the easterly side at: All Times
  - a. Wilkinson Avenue - (near-side)  
Beginning at the southerly curb line of Wilkinson Avenue and extending to a point 105 feet southerly therefrom.

Division of Engineering, Traffic and Transportation

 4/25/13

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

Approved by Municipal Council Resolution  
Date: \_\_\_\_\_

FACTSHEET

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

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

A resolution supplementing the Manual of Bus Stop Designations of the City of Jersey City repealing a northbound, far-side bus stop on Martin Luther King Drive at Wilkinson Avenue, all times and designate a northbound, near-side bus stop on Martin Luther King Drive at Wilkinson Avenue, all times

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

Lee D. Klein, P.E., PTOE, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of by Gladys Payton of the Urban League.

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

Repeal a northbound, far-side bus stop on Martin Luther King Drive @ Wilkinson Avenue, all times

Designate a northbound, near-side bus stop on Martin Luther King Drive @ Wilkinson Avenue, all times

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

The Riders and the bus when it pulls in or out of the bus stop block the driveway to the Urban League.

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

The driveway to the Urban League will be kept clear.

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

No cost to the City. NJ Transit will remove and install the bus stop signs.

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

Upon adoption by the Municipal Council

**8. Anticipated completion date:**

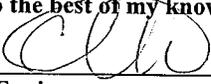
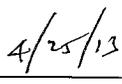
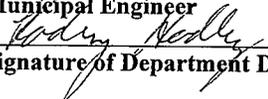
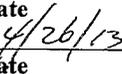
Twenty Days after adoption by the Jersey City Municipal Council

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

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

**10. Additional comments:**

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

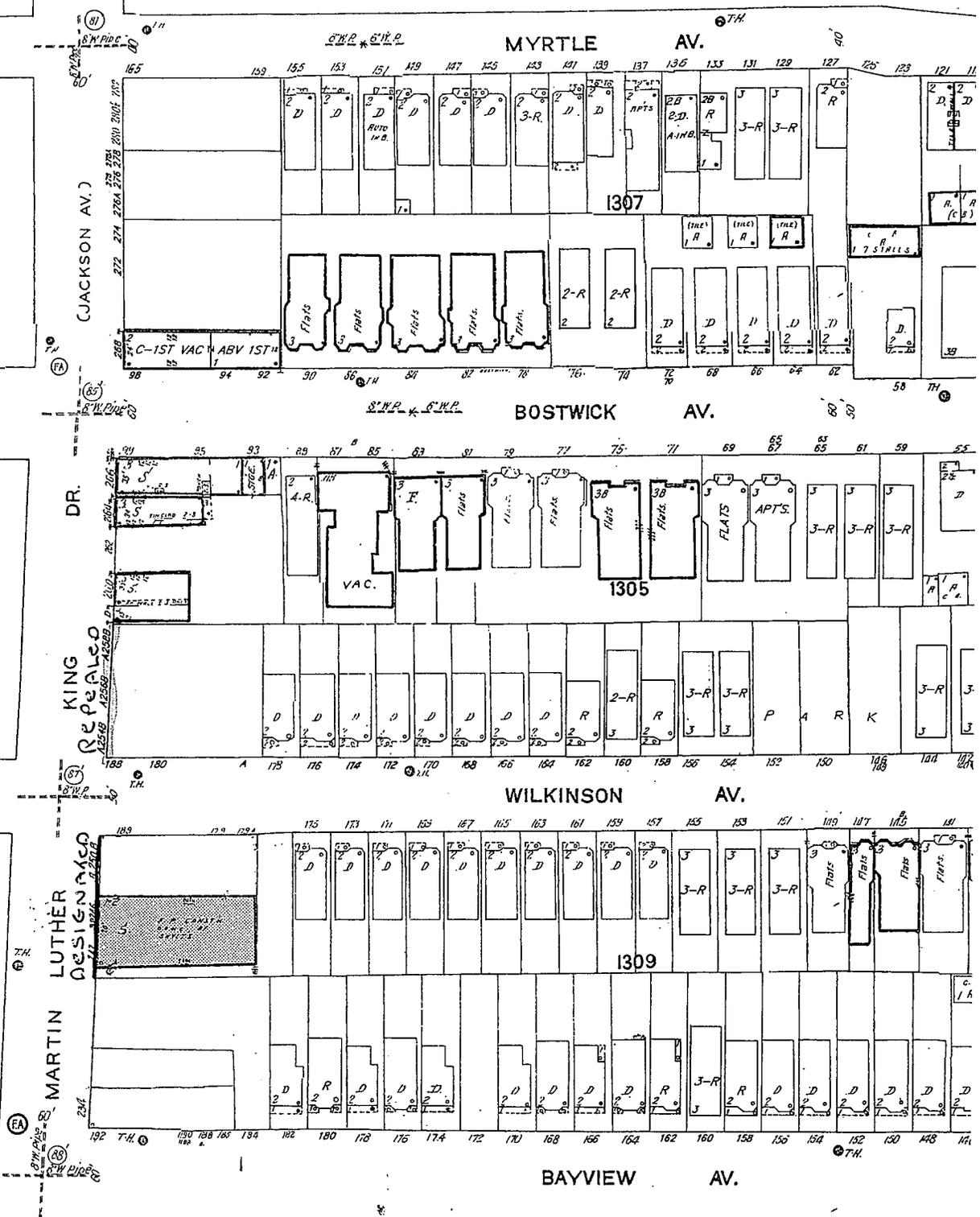
	
Municipal Engineer	Date
	
Signature of Department Director	Date

NORTH  
↑

44

43

47



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

City Clerk File No. Res. 13-328

Agenda No. 10.F

Approved: MAY 08 2013

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BOTH SECOND STREET FROM MARIN BOULEVARD TO ERIE STREET, WITH MANILA AVENUE KEPT OPEN AND SADDLEWOOD COURT BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SUNDAY, MAY 26, 2013 AT THE REQUEST OF THE CATHOLIC ACTION FOR MARY FOR THE PURPOSE OF THE 35<sup>th</sup> ANNUAL SANTACRUZAN & FLORES de MAYO**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Catholic Action of Mary to close both Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, and Saddlewood Court beginning 8:00 a.m. and ending 8:00 p.m. Sunday, May 26, 2013 for the purpose of the 35<sup>th</sup> annual Santacruzán & Flores de Mayo; and

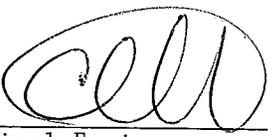
**WHEREAS**, in accordance with the provisions of Section 296-71, 296-72 and Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

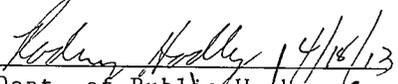
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Section 122-8 be waived; and

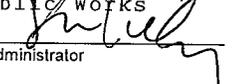
**WHEREAS**, the request to close Second Street and Saddlewood Court does not meet one or more of the requirements set forth in Sections 296-71(B)(C)(D), 296-72(B)(1)(2), 296-73(D) and 122-8(A)(C) as the event is sponsored by a non-resident, more than one block at a time will be closed and the event will begin earlier than what is permitted; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of both Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, and Saddlewood Court beginning 8:00 a.m. and ending 8:00 p.m. Sunday, May 26, 2013.

APPROVED:  4/18/13  
Municipal Engineer

APPROVED:  4/16/13  
Director, Dept. of Public Works

APPROVED:   
Business Administrator

CFL:pc1  
(04.17.13)

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required

Not Required

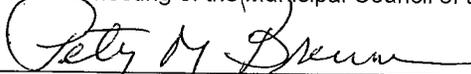
**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.8.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

**FACT SHEET**

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

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

A resolution authorizing the closing of a municipal street(s), both Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, and Saddlewood Court beginning 8:00 a.m. and ending 8:00 p.m. Sunday, May 26, 2013, at the request of the Catholic Action of Mary for the purpose of the 35<sup>th</sup> annual Santacruzán & Flores de Mayo.

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Linda Mayo on behalf of the Catholic Action of Mary, 209 Third Street, JCNJ 201.388.1260

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

Authorize the closing of both Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, and Saddlewood Court beginning 8:00 a.m. and ending 8:00 p.m. Sunday, May 26, 2013

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

35<sup>th</sup> annual Santacruzán & Flores de Mayo

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

Community Affair

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

No cost to the City.

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

8:00 a.m., Sunday, May 26, 2013

**8. Anticipated completion date:**

8:00 p.m., Sunday, May 26, 2013

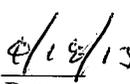
**9. Person responsible for coordinating proposed program, project, etc.:**

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

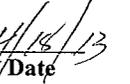
**10. Additional comments:**

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

  
\_\_\_\_\_  
Municipal Engineer

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

# RECREATIONAL EVENT STREET CLOSURE

**BLOCKS:** SECOND ST from MARIN BLVD to ERIE ST,  
with MANILA AV kept open;  
SADDLEWOOD CT

PURPOSE OF EVENT: 35<sup>th</sup> Santacruzán & Flores de Mayo

**BEGINS:** 8AM

**ENDS:** 8PM

**Sunday, May 26, 2013**

**APPLICANT:** Linda Mayo

**ORGANIZATION :** Catholic Action of Mary

**ADDRESS:** 209 Third St

**CITY, STATE, ZIP:** Jersey City NJ 07302

**PHONE #:** 201.388.1260

**BEING WAIVED:** more than 1 block at a time closed, nonresident of 1 block, start time



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

City Clerk File No. Res. 13-329

Agenda No. 10.6

Approved: MAY 08 2013

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), CONGRESS STREET FROM NELSON AVENUE TO KENNEDY BOULEVARD BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. FRIDAY, JULY 19, 2013, BEGINNING 10:00 A.M. AND ENDING 11:00 P.M., SATURDAY, JULY 20, 2013 AND BEGINNING 10:00 A.M. AND ENDING 11:00 P.M. SUNDAY, JULY 21, 2013 AT THE REQUEST OF ST. ANNE'S CHURCH FOR THE PURPOSE OF THE ST. ANNE'S FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from St. Anne's Church to close Congress Street from Nelson Avenue to Kennedy Boulevard beginning 8:00 a.m. and ending 11:00 p.m. Friday, July 19, 2013, beginning 10:00 a.m. and ending 11:00 p.m. Saturday, July 20, 2013 and beginning 10:00 a.m. and ending 11:00 p.m. Sunday, July 21, 2013 for the purpose of the St. Anne's Festival; and

**WHEREAS**, in accordance with the provisions of Section 296-71, 296-72, and 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

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

**WHEREAS**, the request to close Congress Street, does not meet one or more of the requirements set forth in Section 296-72(B)(2), Section 296.73 (D) and Section 122-8(C) because the festival is being held on a weekday and the start and end time exceeds what is permitted.

**WHEREAS**, the closing of the Congress Street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-72, 296.73 and 122-8 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Congress Street from Nelson Avenue to Kennedy Boulevard beginning 8:00 a.m. and ending 11:00 p.m. Friday, July 19, 2013, beginning 10:00 a.m. and ending 11:00 p.m. Saturday, July 20, 2013 and beginning 10:00 a.m. and ending 11:00 p.m. Sunday, July 21, 2013.

APPROVED: *[Signature]* 4/22/13  
Municipal Engineer

APPROVED: *[Signature]* 4/22/13 APPROVED AS TO LEGAL FORM  
Director, Dept. of Public Works

APPROVED: *[Signature]*  
Business Administrator

CFL:pc1  
(04.19.13)

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			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

**FACT SHEET**

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

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

A resolution authorizing the closing of a municipal street(s), Congress Street from Nelson Avenue to Kennedy Boulevard beginning 8:00 a.m. and ending 11:00 p.m. Friday, July 19, 2013, beginning 10:00 a.m. and ending 11:00 p.m. Saturday, July 20, 2013 and beginning 10:00 a.m. and ending 11:00 p.m. Sunday, July 21, 2013 at the request of St. Anne's Church for the purpose of the St. Anne's Festival

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of John Romano on behalf of the St. Anne's Church, 3545 Kennedy Blvd., 201.360.0838

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

Authorize the closing of Congress Street from Nelson Avenue to Kennedy Boulevard beginning 8:00 a.m. and ending 11:00 p.m. Friday, July 19, 2013, beginning 10:00 a.m. and ending 11:00 p.m. Saturday, July 20, 2013 and beginning 10:00 a.m. and ending 11:00 p.m. Sunday, July 21, 2013

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

St. Anne's Festival

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

Community Affair

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

No cost to the City.

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

8:00 a.m. Friday, July 19, 2013

10:00 a.m. Saturday, July 20, 2013

10:00 a.m. Sunday, July 21, 2013

**8. Anticipated completion date:**

11:00 p.m. Friday, July 19, 2013

11:00 p.m. Saturday, July 20, 2013

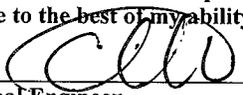
11:00 p.m. Sunday, July 21, 2013

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

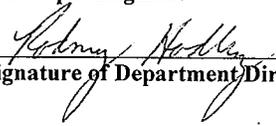
Monte Zucker, Division of Traffic and Transportation, Department of Public Works, ex. 4469

**10. Additional comments:**

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

  
Municipal Engineer

4/22/13  
Date

  
Signature of Department Director

4/22/13  
Date

# **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** CONGRESS ST from NELSON AV to KENNEDY BLVD

PURPOSE OF EVENT: St. Anne's Festival

**BEGINS: 8AM ENDS: 11PM Friday, July 19**

**BEGINS: 10AM ENDS: 11PM Saturday, July 20**

**BEGINS: 10AM ENDS: 11PM Sunday, July 21, 2013**

**APPLICANT:** John Romano

**ORGANIZATION :** St. Anne's Church

**ADDRESS:** 3545 Kennedy Blvd

**CITY, STATE, ZIP:** Jersey City NJ 07307

**PHONE #:** 201.360.0838

**BEING WAIVED:** start & end times, weekday



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

City Clerk File No. Res. 13-330

Agenda No. 10.H

Approved: MAY 08 2013

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BOTH ASTOR PLACE FROM MONTICELLO AVENUE TO PARK STREET AND CRESCENT AVENUE FROM BELMONT AVENUE TO BRINKERHOFF STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, AUGUST 24 (RAIN DATE: SATURDAY, AUGUST 31) 2013 AT THE REQUEST OF THE ASTOR PLACE NEIGHBORHOOD ASSOC FOR A BLOCK PARTY**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Astor Place Neighborhood Assoc. to close both Astor Place from Monticello Avenue to Park Street and Crescent Avenue from Belmont Avenue to Brinkerhoff Street beginning 9:00 a.m. and ending 8:00 p.m. on Saturday, August 24 (rain date: Saturday, August 31) 2013 for the purpose of a block party; and

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

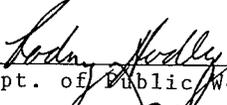
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and Section 122-8 be waived; and

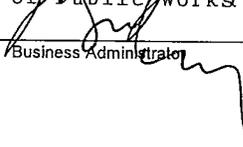
**WHEREAS**, the request to close both Astor Place and Crescent Avenue does not meet one or more of the requirements set forth in Section 296-72(B)(2)(8) and 296-73(D) and Section 122-8(C) as the street closing will start earlier than what is permitted and more than one block at a time will be closed; and

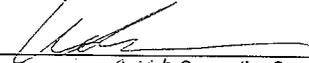
**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-72, 296-73 and Section 122-8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

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Astor Place from Monticello Avenue to Crescent Avenue beginning 8:00 a.m. and ending 9:00 p.m. on Saturday, August 25 (rain date Saturday, September 1) 2012.

APPROVED:  4/17/13  
Municipal Engineer

APPROVED:  4/17/13  
Director, Dept. of Public Works

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Asst. Corporation Counsel

CFL:pc1  
(04.16.13)

Certification Required   
Not Required

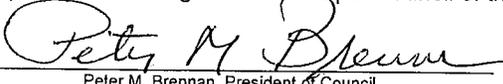
**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

**FACT SHEET**

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

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

A resolution authorizing the closing of a municipal street(s), both Astor Place from Monticello Avenue to Park Street and Crescent Avenue from Belmont Avenue to Brinkerhoff Street beginning 9:00 a.m. and ending 8:00 p.m. Saturday August 24 (rain date: Saturday, August 31) 2013 at the request of the Astor Place Neighborhood Assoc for the purpose of a block party

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Tina Bland, on behalf of the Astor Place Neighborhood Assoc, 72 Astor Place, JCNJ 07304, 201.314.1675

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

Authorize the closing of both Astor Place from Monticello Avenue to Park Street and Crescent Avenue from Belmont Avenue to Brinkerhoff Street beginning 9:00 a.m. and ending 8:00 p.m., Saturday August 24 (rain date: Saturday, August 31) 2013.

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

Block Party

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

Community Affair

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

No cost to the City.

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

9:00 a.m., Saturday, August 24, 2013 (rain date: Saturday, August 31, 2013)

**8. Anticipated completion date:**

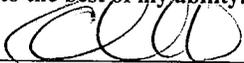
8:00 p.m., Saturday, August 24, 2103 (rain date: Saturday, August 31, 2013)

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

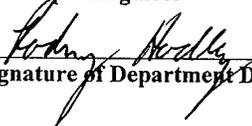
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4469

**10. Additional comments:**

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

  
\_\_\_\_\_  
Municipal Engineer

4/12/13  
\_\_\_\_\_  
Date

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

4/12/13  
\_\_\_\_\_  
Date

# RECREATIONAL EVENT STREET CLOSURE

**BLOCKS:** ASTOR PL from MONTICELLO AV to PARK ST  
CRESCENT AV from BELMONT AV to BRINKERHOFF ST

PURPOSE OF EVENT: block party

**BEGINS:** 9AM

**ENDS:** 8PM

**Saturday, August 24 (rain date Saturday, August 31), 2013**

**APPLICANT:** Tinia Bland

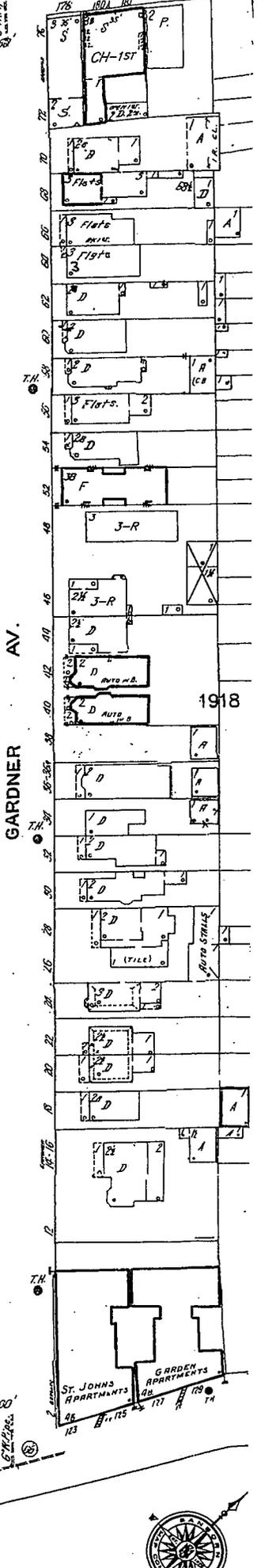
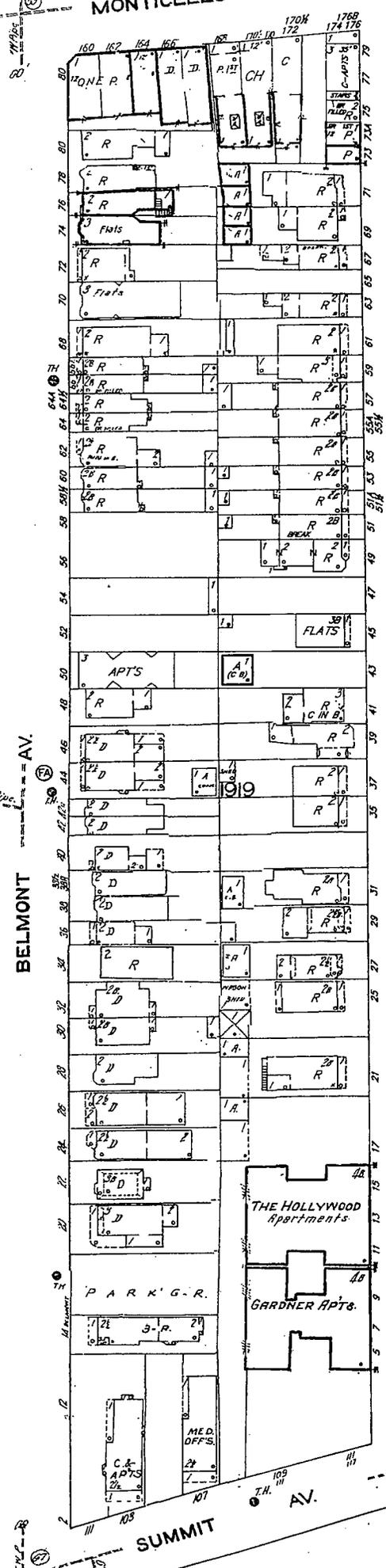
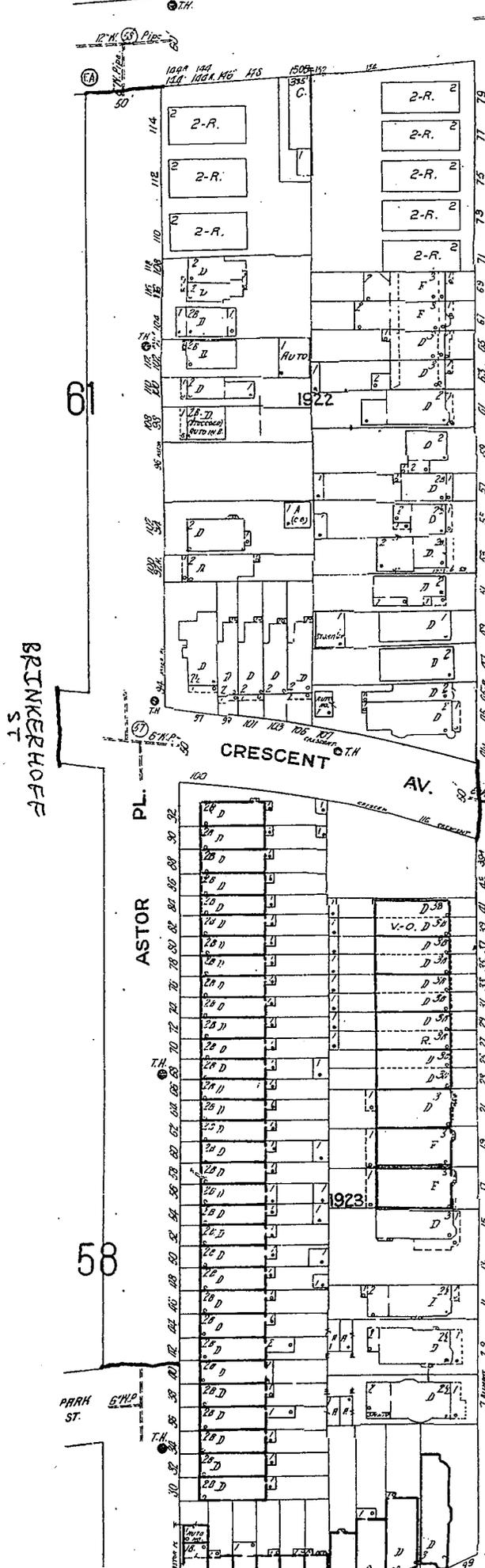
**ORGANIZATION :** Astor Place Neighborhood Assoc

**ADDRESS:** 72 Astor Pl

**CITY, STATE, ZIP:** Jersey City NJ 07304

**PHONE #:** 201.314.1675

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



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

City Clerk File No. Res. 13-331

Agenda No. 10.1

Approved: MAY 08 2013

TITLE:



**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO SUBMIT AN APPLICATION APPLYING FOR FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE; OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), FOR PARTICIPATION IN THE COPS HIRING FY 2013 PROGRAM**

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

**WHEREAS**, the United States Department Of Justice, Office of Community Oriented Policing Services (COPS) has announced that they are accepting applications for funding that is designed to address the full-time sworn officer needs in states and local law enforcement agencies nationwide; and

**WHEREAS**, this funding is to be used to hire new , rehire and/or retain career law enforcement officers scheduled to be laid off in an effort to create and preserve jobs, while increasing law enforcements community policing capacity; and

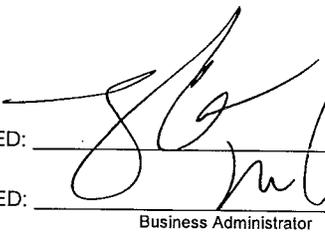
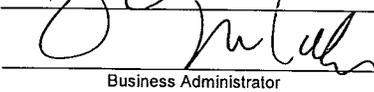
**WHEREAS**, the Jersey City Police Department desires to participate in this program; and request funds to assist with the cost of paying the salaries of 25 newly hired police officers; and

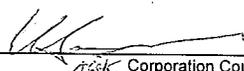
**WHEREAS**, previous years' funding has enabled the Jersey City Police Department to put more officers on the street to address quality of life and other crimes; and

**WHEREAS**, the United States Department of Justice will reimburse the Jersey City Police Department 75 % per officer over a 36-month (3 Year) grant period with a maximum request of \$125,000.00 per officer broken down as \$41,666.67 per year for each officer and a 25% overall local match requirement.

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

The City of Jersey City is hereby authorized to apply for funding from the United States Department of Justice – Office of Community Oriented Policing Services (COPS), for participation in the COPS Hiring FY 2013 Program.

APPROVED:   
 APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

Certification Required

Not Required

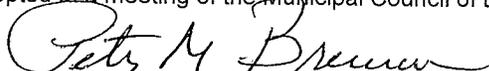
**APPROVED 7-0**

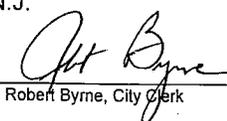
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

Date Submitted \_\_\_\_\_

**ORDINANCE/RESOLUTION FACT SHEET**

**Full Title of Resolution:**

**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO  
SUBMIT AN APPLICATION APPLYING FOR FUNDING FROM THE U.S.  
DEPARTMENT OF JUSTICE; OFFICE OF COMMUNITY ORIENTED POLICING  
SERVICES (COPS), FOR PARTICIPATION IN THE COPS HIRING FY 2013  
PROGRAM**

1. **Name and Title of Person Initiating the Resolution:** Robert Kakoleski, Acting Police Director of the Jersey City Police Department
2. **Concise Description of the Proposed Program, Project, or Plan:** COPS Hiring Grant Program will provide funding to the Jersey City Police Department to exclusively pay salaries for newly hired/rehired/or police officers scheduled to be laid off under the above mentioned program.
3. **Anticipated Community Benefits or Assessment of Departmental Need:**  
Will continue to address quality of life and all crime related issues in the community in efforts to provide the residents in the City of Jersey City a safer and more secure living environment.
4. **Cost of Proposed Program or Project:**  
To be determined
5. **Date Proposed Program or Project will commence:** October 1, 2013.
6. **Anticipated Completion Date:** 3 years (36 months) from the COPS designated start date.

**I Certify that all the Facts Presented Herein are Accurate.**

\_\_\_\_\_  
**Division Director Signature**

\_\_\_\_\_  
**Department Director Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

4/24/13

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

City Clerk File No. Res. 13-332

Agenda No. 10-J

Approved: MAY 08 2013



**TITLE: RESOLUTION TO APPLY AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR 2013 LOCAL AID INFRASTRUCTURE FUND (DISCRETIONARY AID) FOR THE JERSEY AVENUE PEDESTRIAN BRIDGE OVER MILL CREEK, PROJECT NO: 13-003 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

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

WHEREAS, the Jersey Avenue Pedestrian Bridge over Mill Creek was totally destroyed, and has left pedestrians and bicyclists with undue hardship in accessing Liberty State Park, Liberty Science Center and all adjacent venues from the Downtown area; and

WHEREAS, the City has applied to the Federal Emergency Management Agency (FEMA) for Hurricane Sandy financial assistance to municipalities and matching funds in the amount of \$409,297.00 from the City are needed to cover the project costs estimated at \$909,297.00; and

WHEREAS, the City of Jersey City, County of Hudson, State of New Jersey desires to apply to the New Jersey Department of Transportation (NJDOT) for emergency funding under the Local Aid Infrastructure Fund (Discretionary Aid) and prepared the SA-96 Application and Agreement to NJDOT to supplement the cost of replacing the Jersey Avenue Pedestrian Bridge Over Mill Creek, Project No: 13-003; and

WHEREAS this application seeks financial assistance towards the replacement of the Jersey Avenue Pedestrian Bridge over Mill Creek, Project No: 13-003; and

WHEREAS, the City agrees to assume a commitment for maintenance of the project after construction is completed; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City formally approves the grant application and execute a grant agreement for the above stated project; and

BE IT FURTHER RESOLVED, that the Mayor and/or Business Administrator, and Clerk of the City of Jersey City are hereby authorized to submit applications for state and federally funded projects on behalf of the City of Jersey City and establish an account to received funds when allocated.

Approved: *Chuck F. Lee*  
Chuck F. Lee, P.E., City Engineer

APPROVED: *Rodney Hadley* 4/30/13  
Rodney Hadley, DEW Director

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Asst. Corporation Counsel

Certification Required   
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

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 APPLY AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR 2013 LOCAL AID INFRASTRUCTURE FUND (DISCRETIONARY AID) FOR THE JERSEY AVENUE PEDESTRIAN BRIDGE OVER MILL CREEK, PROJECT NO: 13-003 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION***

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

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

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

The purpose for this resolution is to apply to NJDOT for 2012 Local Aid Infrastructure Fund (Discretionary Aid) to supplement the cost of replacing the Jersey Avenue pedestrian bridge over Mill Creek that was destroyed by Hurricane Sandy.

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

The City is seeking emergency financial assistance from NJDOT Local Aid Infrastructure Improvement Fund for the Jersey Avenue Pedestrian Bridge over Mill Creek. Due to the financial constraints Jersey City is experiencing, the city is unable to totally fund the replacement of this bridge.

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

The benefit will be the replacement of the Jersey Avenue Pedestrian Bridge over Mill Creek that will allow for pedestrian & bicyclist safe and convenience access from Downtown Jersey City to Liberty State Park and adjacent venues.

**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):**

Total Engineer's Estimate: \$909,297.00  
**Total Amount Requested: \$409,297.00**  
Expected FEMA Contribution: \$500,000.00

Estimated Cost to City: \$126,680 – Design and Construction Management

\*\* Additional Costs TBD: State will not participate in Police Salary Hours on Local Aid projects.

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

Upon receipt of funds, we will commence immediately.

**8. Anticipated Completion Date:**

Summer 2013

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

Chuck F. Lee  
NAME

201-547-4413  
TELEPHONE

\_\_\_\_\_  
EVENING

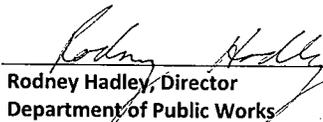
**10. Additional Comments:**

Based on the information provided to me, I certify that all the Facts Presented Herein are Accurate to the best of my knowledge.



\_\_\_\_\_  
Chuck F. Lee, P.E., City Engineer  
Division Director

4/30/13  
Date



\_\_\_\_\_  
Rodney Hadley, Director  
Department of Public Works

4/30/13  
Date

New Jersey Department of Transportation
Resolution, Application, and Agreement for
State Aid to Counties and Municipalities

Name of Sponsor: City of Jersey City

Mailing Address: 280 Grove Street

Jersey City, New Jersey 07302

E-mail Address CLee@cnj.org

Federal Tax Identification Number 226002013
(Must be inserted by Sponsor)

Program (only check one):
County Aid
Municipal Aid
Centers of Place
Other (Specify)
Local Aid Infrastructure Fund (Discretionary Aid)
Bikeway
Safe Streets to Schools
Bridge Bond Act

Sponsor Priority No. 1 (Prioritized by Program)

Total Center Line Municipal Road Mileage 189.88

BE IT RESOLVED, that application is hereby made to the Commissioner of Transportation for an allotment of aid for the improvement of:

Jersey Avenue Pedestrian Bridge over Mill Creek
(Project Name)

From: Over Mill Creek

To: Over Mill Creek

In the Municipality of Jersey City County of Hudson

State of New Jersey for a distance of 0.023 miles or such portion thereof as may be approved by the Commissioner of Transportation. The total cost estimate for this improvement is \$909,297.00. The Sponsor requests \$409,297.00 in State funds and anticipates contributing \$500,000.00. AND BE IT RESOLVED that any aid received as a result of this application will only be used for eligible costs for the project.

Type of Improvement (Check only major type of work)

Resurfacing
Roadway Reconstruction
Surface Treatment
Traffic Signal Installation
Intersection Improvement
Bikeway
Culvert (Less than 20 foot span)
X Bridge (20 foot span or greater)
Safety Improvement
Safe Streets to Schools
Other (Describe Below)

Scope of Work (Provide a detailed written description of the project - use additional sheets if necessary)

See Enclosed Scope of Work

[SUBMIT 3 ORIGINALS OF THIS FORM ALONG WITH 3 LOCATION MAPS AND FOR CENTERS OF PLACE SUBMIT 6 ORIGINALS OF THIS FORM ALONG WITH 6 LOCATION MAPS TO THE DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT]

**Total Estimated Cost of Improvement (Attach a detailed cost estimate)**

Construction Cost (From attached estimate)	\$644,017.00
Design Engineering (List only if eligible for Urban Aid or as a Depressed Rural Center)	\$86,500.00
Right-of-Way (List only if eligible for Urban Aid or as a Depressed Rural Center)	\$0.00
Construction Inspection and Material Testing if requesting (15% of the final allowable construction cost maximum)	\$40,180.00
Cost of Prefabricated Bridge	\$138,600.00
Total Estimated Cost	\$909,297.00

**Project Information**

- Is utility work planned within the project limits over the next five (5) years? – Yes \_\_\_\_\_ No X
- Is the purchase of right-of-way required before the start of project construction? – Yes \_\_\_\_\_ No X
- Does the project intersect a State Highway? – Yes \_\_\_\_\_ No X If yes, which highway?
- If Yes, is the intersection signalized? – Yes \_\_\_\_\_ No \_\_\_\_\_ NA
- Is there a railroad crossing within the project limits? – Yes \_\_\_\_\_ No X
- Is there a railroad crossing 100 feet outside of the project limits? - Yes \_\_\_\_\_ No X
- Will the construction impact traffic across a railroad crossing outside the project limits? – Yes \_\_\_\_\_ No \_\_\_\_\_ NA

**ADDITIONAL FORMS OR DOCUMENTS REQUIRED - ATTACH ONLY THOSE FORMS APPLICABLE TO THE PROJECT**

Traffic Signal and/or Channelization - Attach a copy of the "Authorization to Design or Install"

Roadway Project – Attach a copy of "Appendix RD"

Bridge Project – Attach a copy of "Appendix BR" and Appendix RD"

Bikeway Project – Attach a copy of "Appendix BW"

Safe Streets to Schools Project – Attach a copy of "Appendix SS"

Location map - 8 1/2" x 11" only, showing project limits (all information must be clear and legible with street names labeled)

**NOTE For projects located within right-of-way or on property owned by other jurisdictions, proof of permission to construct this project must be attached to this form or the project will not be considered for possible funding.**

AND BE IT FURTHER RESOLVED that if this application is approved and accepted by the New Jersey Department of Transportation ("the Department"), the Sponsor agrees that:

1. It shall arrange for financing of the total cost of the project provided for in this Agreement.
2. It recognizes and agrees that continuation of funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State revenues or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this Agreement because of the absence of available appropriation.
3. In the event that the Department approves funds in an amount less than requested, the Sponsor, 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 the Department for approval. In the event the Sponsor rescinds the Agreement, the allotted funds shall revert to the source of the funding.
4. The Sponsor must notify the Department of its rescission of this Agreement within thirty (30) days of the expiration of the agreement or subsequent extensions. Not meeting this requirement will result in future grants being provided on a reimbursement basis until such time as the municipality demonstrates satisfactory performance in awarding construction contracts. This does not apply to the County Aid Program.
5. Any purported transfer or assignment of the written obligations of the Sponsor contained herein without prior approval of the Department shall be void.
6. New Jersey Office of Management and Budget, Circular Letter 05-12, Grant Agreements – Agency Contracts and any supplemental compliance statements by the Department, must be complied with by the Sponsor.
7. The work to be performed by the Sponsor under this Agreement shall include but not be limited to the following:
  1. Preparation of contract drawings and supplementary specifications.
  2. The acquisition of all necessary right-of-way, easements, slope rights and permits.
  3. Construction of the above referenced improvement.
  4. Monitoring and supervising compliance with all provisions of this Agreement.
8. It shall defend, indemnify, protect and save harmless the State and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of whatsoever kind and nature arising out of, or claimed to arise out of, any act, error or omission of the Sponsor, its consultants, contractors, agents, servants and employees in the performance of the work of the project including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court cost, counsel fees, settlements, and judgments.

- i. It shall engage a Professional Engineer, registered in the State of New Jersey, for design services on the project. In its agreement for professional services, the Sponsor shall require the provision of professional liability insurance or errors and omissions insurance sufficient to protect against liabilities arising out of the professional obligations performed pursuant to the agreements.
- j. In its agreements for professional and non-professional services, the Sponsor shall require the provisions of public liability insurance and every such policy shall include the Sponsor and State as additional named insureds.
- k. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria and the Department's Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines. The design of traffic barriers and drainage systems shall conform to the Department's Roadway Design Manual. No deviation shall be allowed without the knowledge of the Department. If there is deviation from those standards, the Sponsor shall accept any and all responsibility for any injury or damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. All design shall also conform to the current "Manual on Uniform Traffic Control Devices" published by Federal Highway Administration. Design Exception reports will be prepared for all controlling standard design elements in accordance with the Department's Design Exception Manual. Design Exception reports shall be certified by a New Jersey licensed professional engineer.
- l. It shall provide maps, reports, detailed plans, supplementary specification and contract documents required by the Department.
- m. All workmanship and materials shall conform to current "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction" as amended for State Aid.
  1. It is the responsible authority, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of the procurement entered in support of this funding.
  2. Prior to advertising for bids, the Sponsor shall notify the Department if it intends to substantially change the scope of the project proposed in the Resolution, Application, and Agreement. No substantial change shall be included in the project unless it has been approved by the Department.
  3. Any changes in work after the award of contract shall be documented with a Department approved change order.
- n. Fifteen (15) calendar days prior to advertisement, the Sponsor shall submit the following to the Division of Local Aid and Economic Development:
  1. One (1) copy of the contract plans, specifications, engineer's estimate, and engineer's design certification.
  2. Other documents as required.
- o. It shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.
- p. It shall comply with all applicable Federal, State and Local laws, rules, ordinances and regulations.
- q. Within thirty (30) calendar days of construction bids, unless the Department grants an extension of this time, the Sponsor shall submit the following to the Division of Local Aid and Economic Development.
  1. Two (2) copies of the summary of construction bids.
  2. A resolution awarding the contract to the lowest responsible bidder submitting a responsive bid, subject to the approval of the Department.
- r. For municipal grants, the municipality shall award a construction contract for the grant project within eighteen (18) months of approval of this Resolution, Application, and Agreement by the Department. The Department in its sole discretion may provide one six (6) month extension after receiving an adopted resolution and justification from the Sponsor at least thirty (30) days prior to the expiration of the grant agreement. The Department in its sole discretion may provide a second six (6) month extension under extraordinary circumstances as defined by NJAC 16:20B1.3 after receiving an adopted resolution and justification from the Sponsor at least thirty (30) days prior to the expiration of the first six month extension. The Department may cancel the grant agreement if the Sponsor does not award the construction contract by the specified time or if an extension is not requested at least thirty (30) days prior to the expiration of the grant agreement or subsequent extensions; or if an extension of time is not granted.
- s. Cancellation of the grant agreement because a construction contract was not awarded within the time requirements or because an extension of time was not properly requested thirty (30) days prior to grant agreement expiration or subsequent extensions will result in future grant funds being provided on a reimbursement basis until such time as the Sponsor demonstrates it can award a construction contract within the specified timeframes.
- t. Sponsors may voluntarily cancel the grant agreement with written notice thirty (30) days prior to the expiration of the grant agreement or subsequent extensions. Voluntarily canceling the grant agreement with proper notification will result in no penalties on future grants.
- u. Upon prior approval of the Department, it may elect to undertake the work through the use of its own forces when it is deemed applicable and appropriate.
- v. Neither design costs, the costs for acquisition of all necessary right-of-way, easements, slope rights, and permits nor utility costs shall be considered costs of the project for purposes of computation of the allotment of State Aid funds under this Agreement except in special cases approved by the Department.
- w. State participation in the cost of the project shall not exceed the lesser of either 100 percent of the cost of the completed construction work including eligible construction supervision, inspection and material testing, or the original allotment. State participation in inspection and material testing costs combined shall be limited to 15 percent of the eligible construction work cost. The State shall not participate in costs that the Department determines to be beyond the scope of the purposes of the allotment, excessive or otherwise unallowable. The Sponsor shall be afforded an opportunity to challenge this determination at an informal hearing.
- x. At the discretion of the Commissioner of Transportation, payment of the allotted funds may be made to the project Sponsor in the form of a grant. Grant payments shall be made as follows:
  1. For programs administered by the Division of Local Aid and Economic Development, a specified percentage, of the lesser of the eligible award amount or allotment amount shall be paid at the time of concurrence in the award of contract by the Department or the full amount of the allotment shall be paid upon approval of this agreement as determined by the Commissioner. The remaining percentage or balance of funds shall be paid upon submission of a final voucher with supporting information as required by the

Department. The final voucher must be submitted to the Department within six (6) months of project acceptance. The Department reserves the right to inspect the work associated with the grant as per N.J.A.C 16:20B-3.2.

2. For County Aid and the Local Bridge Bond Act, the full amount of the annual allotment amount shall be paid upon approval of the Annual Transportation Plan (ATP) and the execution of this Agreement unless the County has demonstrated unsatisfactory performance, whereby funds will be provided similar to municipal grants.

3. If the Sponsor requests, progress payments shall be on a reimbursement basis. It shall request reimbursement from the Department by submitting vouchers supplied by the Department with supporting information as required by the Department. Progress payments of not less than \$50,000 may be made.

b. The Sponsor hereby certifies that all allotted funds shall only be spent on eligible costs for the approved project(s) as described in this Agreement.

c. In the event allotted funds remain after completion of the work, the remaining funds shall revert to the source of the funding and shall be reallocated by the Department in a manner determined solely by the Commissioner of Transportation.

d. In the event that the Department determines that it has reimbursed the Sponsor in an amount in excess of the funds actually due under this Agreement, the Sponsor shall, upon notice from the Department, make timely repayments to the State. Upon failure of the Sponsor to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due the Sponsor under the terms of any agreement between the State, its Departments and Agencies and the Sponsor or to gain reimbursement through any other remedies available at law or equity.

e. It shall provide cost certification and maintain financial records relating to all costs for the project in accordance with N.J.A.C. 16:20A or 16:20B, as applicable, and comply with State of New Jersey audit requirements specified therein.

f. It shall maintain complete documentation of the project for a period of three (3) years after receiving final reimbursement or payment by the State.

g. It shall maintain the completed project in a manner satisfactory to the Department.

h. It will comply with Title VI of the 1964 Civil Rights Act.

i. Failure to comply with all provisions contained in this Resolution, Application and Agreement may result in the suspension and/or termination of funding.

j. Approval as to Form by Certification Process.

AND BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute and attest this Resolution, Application and Agreement.

**FOR THE SPONSOR**

ATTEST and AFFIX SEAL

\_\_\_\_\_ (Clerk)

\_\_\_\_\_ (Presiding Officer)

**FOR THE DEPARTMENT OF TRANSPORTATION**

Fiscal Year/Funds: \_\_\_\_\_

Job Number: \_\_\_\_\_

Account: \_\_\_\_\_

State Funds: \_\_\_\_\_

FA0 Number \_\_\_\_\_

Certification of Funds \_\_\_\_\_  
Date

By \_\_\_\_\_  
Director, Division of Accounting and Auditing

APPROVED: \_\_\_\_\_  
Michael Russo, Director, Division of Local Aid and Economic Development

\_\_\_\_\_ Date

It is hereby certified that the foregoing allocation of funds and this Agreement were approved by the Commissioner of Transportation or Designee on \_\_\_\_\_.

\_\_\_\_\_  
Secretary, Department of Transportation

**"Appendix BR"**  
**Bridge or Culvert Project Data Sheet**

**Project - Jersey Avenue Pedestrian Bridge**

**Over the - Over Mill Creek**

**Municipality - Jersey City**

**County - Hudson**

**Existing Structure**

**Year Built circa 1900**

**Structure Number None**

**Sufficiency Rating None**

**Current Load Posting NA**

**Span Length \_\_\_\_\_**

**Structure Width 6.5'**

**Superstructure Type Timber**

**Substructure Type Timber**

**Proposed Improvement**

**Bridge or Culvert Type Prefabricated Metal Open Truss**

**Type of Work:**

- New Deck
- Rehabilitate
- Widen
- New Structure, Same Location
- New Location
- Removal

**Number of Spans 1**

**Design Loading AASHTO for Pedestrian Bridge**

**Structure Width 12' with 10' path**

**Span Length 120' Number of Spans 1**

**Superstructure Type Metal Truss**

**Substructure Type Metal Truss on Concrete Abutments**

**Attach "Appendix RD" for roadway portion of project - NA**

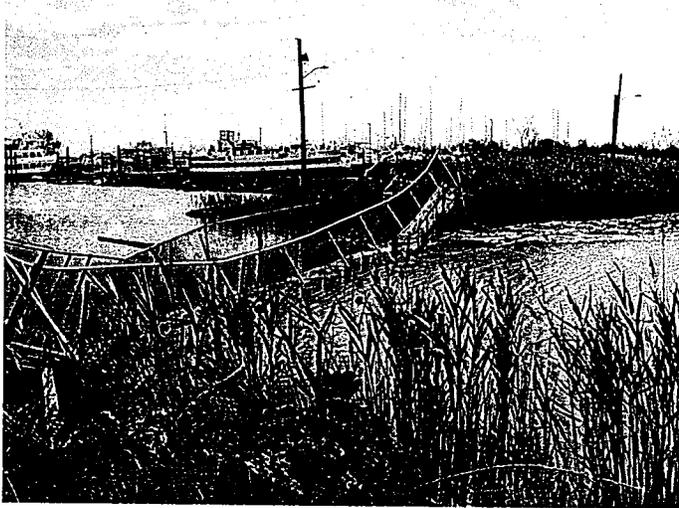
## Scope of Work

### Jersey Avenue Pedestrian Bridge over Mill Creek

Jersey City

Hudson County

The City of Jersey City is seeking financial assistance from the New Jersey Department of Transportation Local Aid Infrastructure Fund program for the replacement of the Jersey Avenue Bridge over Mill Creek. Hurricane Sandy was devastating to the infrastructure of Jersey City. Many infrastructure projects need emergency repair or replacement. The



destruction of the Jersey Avenue Pedestrian Bridge over Mill Creek, as shown in the photograph, has left pedestrians and bicyclist without access into and out of Liberty State Park, Liberty Science Center and all adjacent venues. The bridge was also a major link in the East Coast Greenway (see enclosed maps).

Although FEMA is assisting with some financial aid, the city still needs to procure their matching share of the FEMA funds.

Pedestrians and bicyclists are now required to use a much longer alternate route (see enclosed Detour Walking and Biking Route Map). The detour route is almost a mile in length. The detour route is along busy city streets with many conflicts for pedestrian and bicyclists.

The new structure will be a 10' wide single span (120') prefabricated metal truss bridge supported on concrete abutments. The new structure will replace the destroyed 6.5' wide seven span timber bridge. The existing timber piles will be removed from Mill Creek. The FEMA Report filed for the destroyed pedestrian bridge and illustrations of the proposed pedestrian bridge follow this scope of work.

Please note, the city currently has pending with the North Jersey Transportation Authority an application for the construction of a vehicular/pedestrian/bicycle bridge over Mill Creek and the extension of Jersey Avenue under the Local Concept Project Delivery (LCPD) program. The approval of the application at this time is still unknown. If the project is approved under the LCPD and then if funding is secured under the Local Lead program, the pedestrian bridge would remain and the roadway bridge will be constructed adjacent to the pedestrian bridge where it will be used by pedestrians. Right now an emergency exists to replace the pedestrian bridge destroyed by Hurricane Sandy.

Bid documents are 95% complete due to the FEMA time constraints placed on the city.

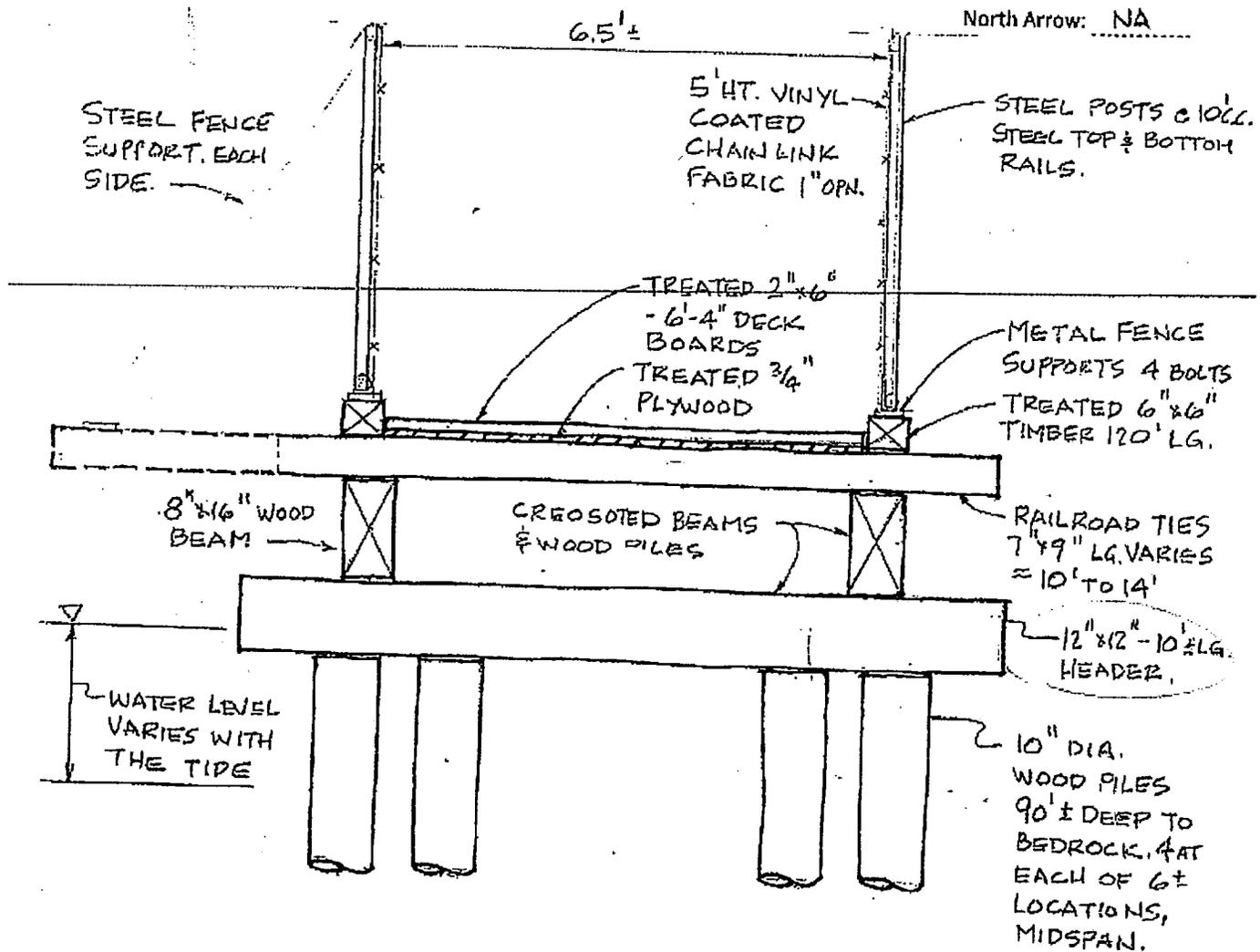
# Report filed with FEMA for the Jersey Avenue Pedestrian Bridge

## FIELD DIMENSIONS SHEET

DR - 4086 NJ

Date: 12/26/2012 Weather Conditions: Cloudy, windy, 40 deg F  
 Applicant: Jersey City DPW  
 Present: Martin Valenti (OEM deputy), Fred Gaunt, Madhav Nene, Marilyn Dean  
 Damage Location: Pedestrian Bridge Damage Lat: 40.71239  
 Damage Location Address: SOUTH END OF JERSEY AVE Damage Lon: -74.05136  
 How Damaged: HURRICANE SANDY STORM SURGE FROM EAST  
LIFTED AND MOVED WOOD BRIDGE 40' WEST.  
 Photos: locate on sketch SEE PA DRIVE HMP Requested? YES  
 Historical: Date built? > 50 YRS POSSIBLE IMPROVED PROJECT  
 Are repairs complete? 0% Environmental issues? WATERWAY OBSTRUCTION (PILES)

Sketch below:



FIELD DIMENSIONS SHEET

DR - 4086 NJ

Date: 12/26/2012 Weather Conditions: Cloudy, windy, 40 deg F

Applicant: Jersey City DPW

Present: Martin Velenti (OEM deputy), Fred Gaunt, Madhav Nene, Marilyn Dean

Damage Location: Pedestrian Bridge Damage Lat: 40.71239

Damage Location Address: SOUTH END OF JERSEY AVE Damage Lon: -74.05136

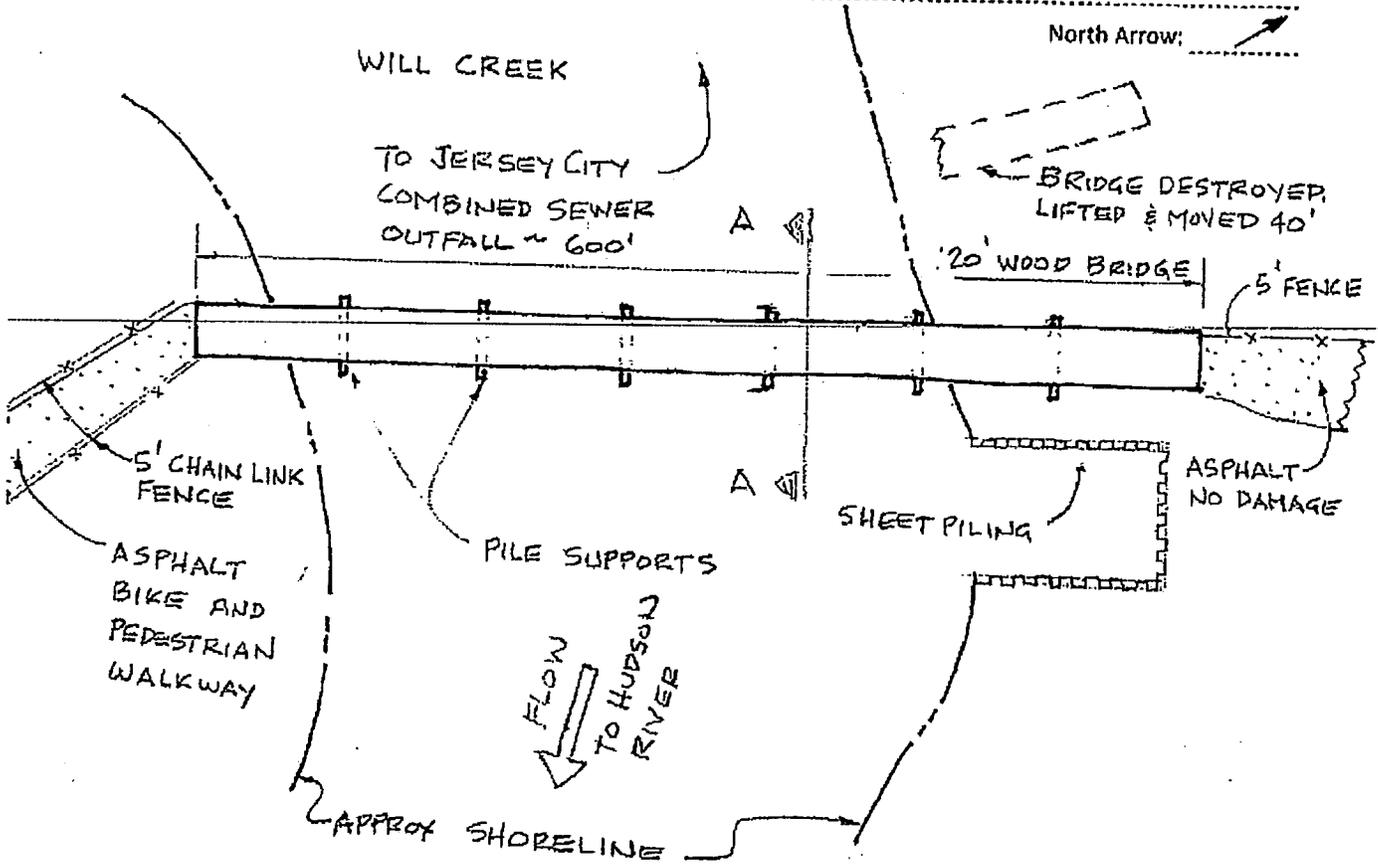
How Damaged: HURRICANE SANDY STORM SURGE FROM EAST  
LIFTED AND MOVED WOOD BRIDGE 40' WEST.

Photos: locate on sketch SEE PA DRIVE HMP Requested? YES

Historical: Date built? > 50 YRS POSSIBLE IMPROVED PROJECT

Are repairs complete? 0% Environmental issues? WATERWAY OBSTRUCTION (PILES)

Sketch below:



SITE PLAN

NO SCALE

**Illustrations of Proposed Jersey Avenue Pedestrian Bridge**



BEFORE



AFTER

**PEDESTRIAN BRIDGE AT MILL CREEK  
JERSEY CITY, NEW JERSEY**

# Cost Estimate

## Jersey Avenue Pedestrian Bridge over Mill Creek Jersey City Hudson County

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
1	CLEARING SITE, LAYOUT, SOIL EROSION, FLOATING TURBIDITY BARRIER	LS	1	90,000.00	90,000.00
2	EXCAVATION, UNCLASSIFIED	CY	110	50.00	5,500.00
3	CHAIN-LINK FENCE, 1" MESH PVC -COATED STEEL, 6'-HIGH	LF	950	55.00	52,250.00
4	HOT MIX ASPHALT SIDEWALK, 3" THICK	SY	110	50.00	5,500.00
5	I-9 and I-14 SOIL AGGREGATE	CY	60	50.00	3,000.00
6	CAST-IN-PLACE CONCRETE PILE, 18" DIAMETER	LF	1,200	185.00	222,000.00
7	TEMPORARY SHEETING	SF	800	35.00	28,000.00
8	CONCRETE FOOTING and ABUTMENT WALL	CY	50	1,100.00	55,000.00
9	SAFETY FEATURES (LIGHTING, SIGNAGE, BOLLARDS, GUIDERAIL)	LS	1	81,000.00	81,000.00
10	REINFORCEMENT STEEL, GALVANIZED	LB	2,800	4.25	11,900.00
11	TOPSOILING, SEEDING and FERTILIZING, TYPE B, STRAW MULCHING	LS	1	1,867.00	1,867.00
12	PEDESTRIAN BRIDGE, INSTALLED	LS	1	88,000.00	88,000.00
				TOTAL	644,017.00
				PURCHASE PEDESTRIAN BRIDGE	138,600.00
				TOTAL CONSTRUCTION COST	782,617.00
				ENGINEERING DESIGN	86,500.00
				RIGHT-OF-WAY	0.00
				CONSTRUCTION MANAGEMENT & MATERIAL TESTING	40,180.00
				TOTAL PROJECT COST	909,297.00
				AMOUNT ANTICIPATED FROM FEMA	500,000.00
				AMOUNT REQUESTED FROM NJDOT	409,297.00

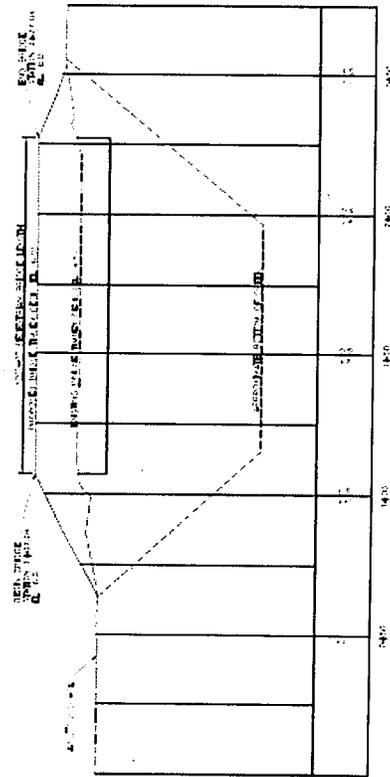
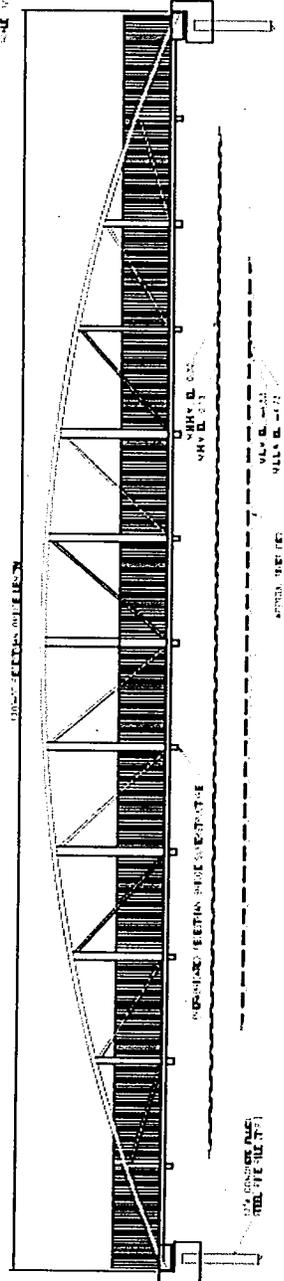
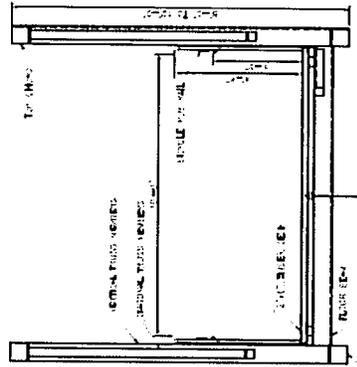
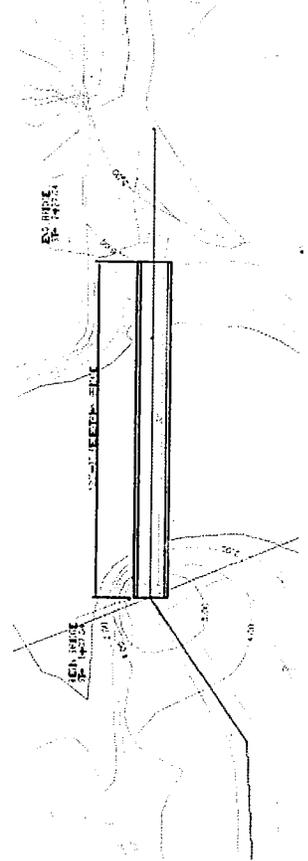


AERIAL BEFORE

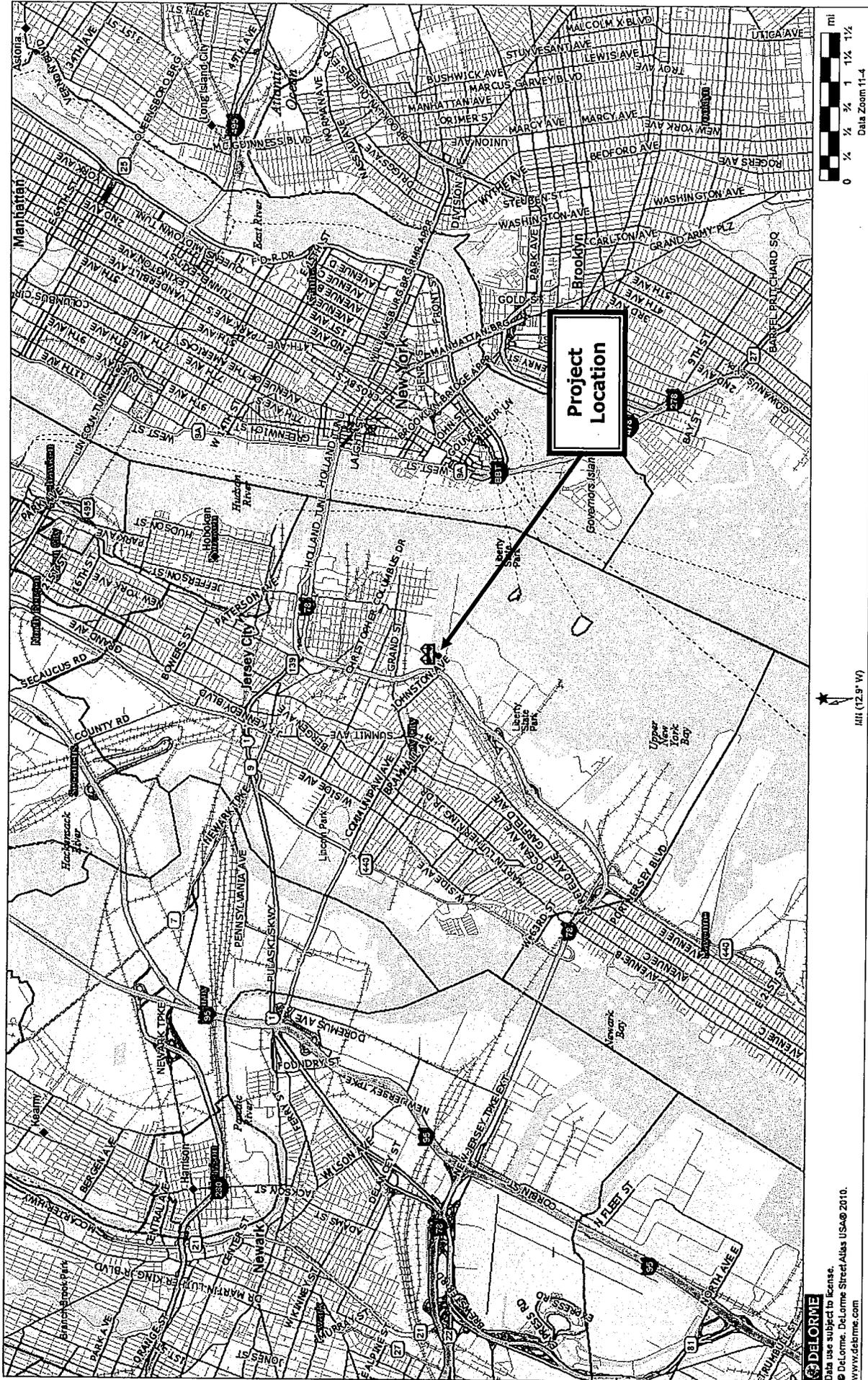


AERIAL AFTER

PEDESTRIAN BRIDGE AT MILL CREEK  
JERSEY CITY, NEW JERSEY



NO.	DATE	REVISION	BY	CHECKED
CITY OF JERSEY CITY				
PROPOSED PEDESTRIAN BRIDGE				
AT MILL CREEK, JERSEY CITY				
NEW JERSEY				
GENERAL PLAN AND ELEVATION				
RONALD F. WIESZKOWSKI				
ARCHITECT				
1				

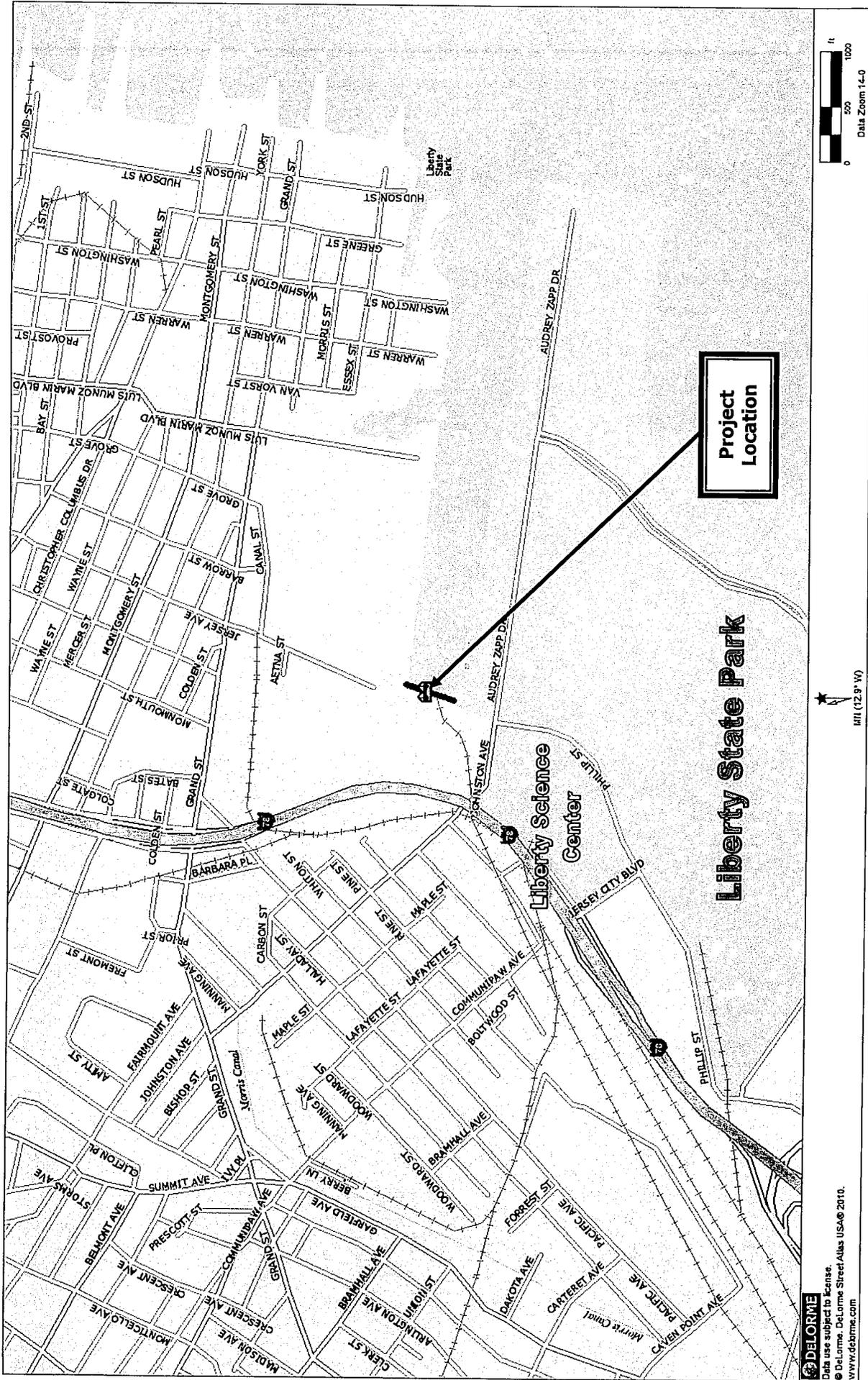


# Jersey Avenue Pedestrian Bridge over Mill Creek - Jersey City Area Location Map

**DELOMME**  
 Data use subject to license.  
 © DeLorme, DeLorme Street Atlas USA® 2010.  
 www.delorme.com

North Arrow  
 NAD 83 (12.9° W)

Scale Bar  
 0 1/4 1/2 1 1 1/2  
 mi  
 Data Zoom 11-4

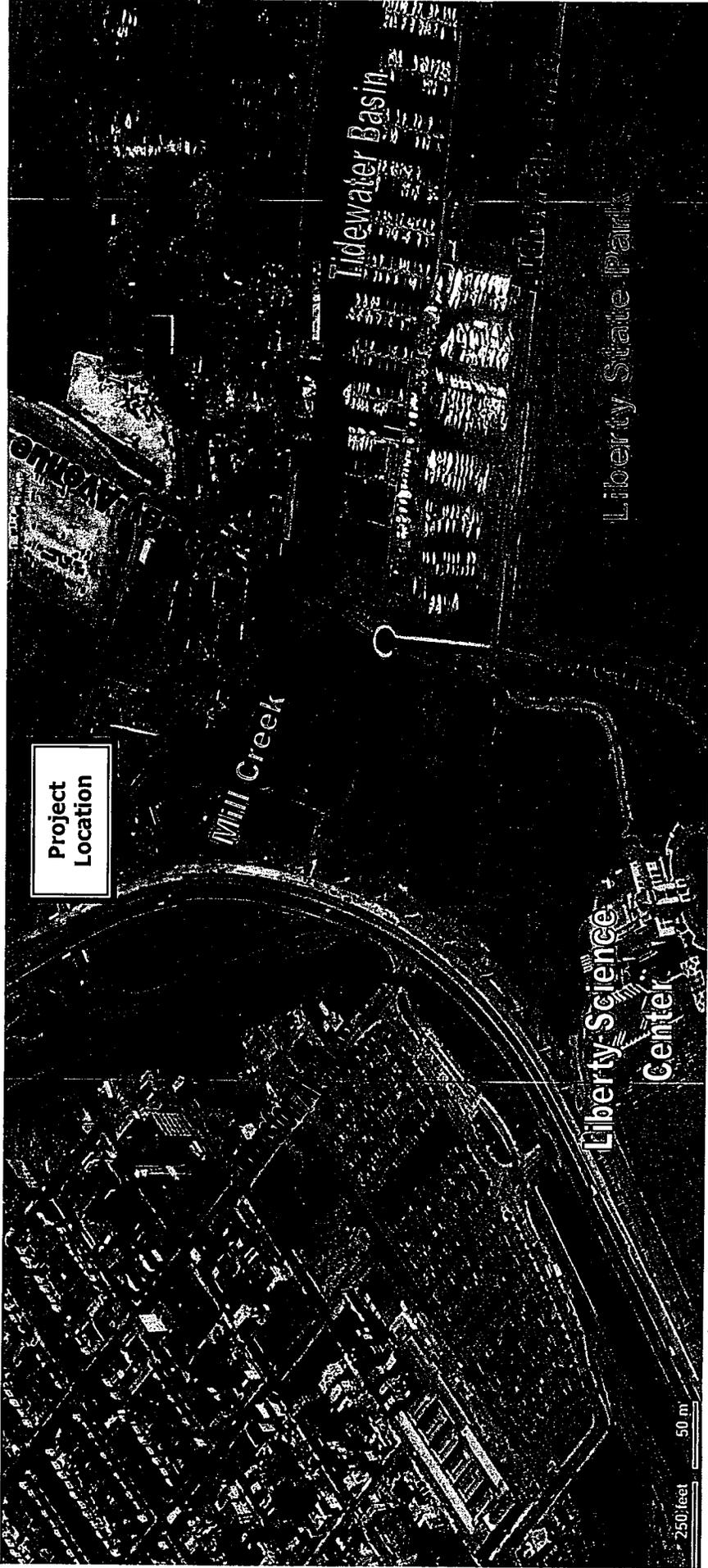


# Jersey Avenue Pedestrian Bridge over Mill Creek - Jersey City Project Location Map

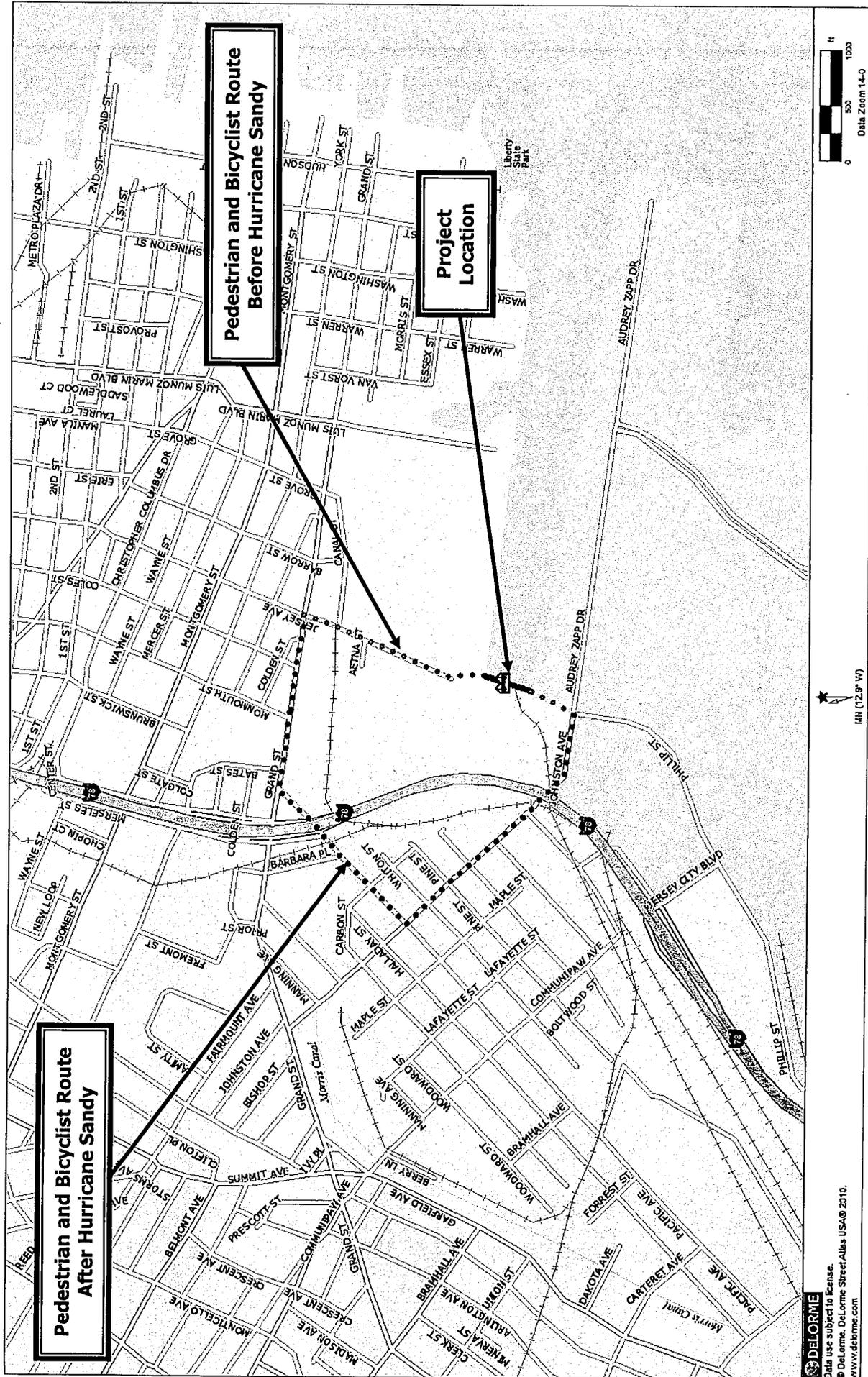

 DeLorme  
 Data use subject to license.  
 © DeLorme, Delorme Street Atlas USA © 2010.  
 www.delorme.com


 N  
 MIT (12.9' W)


 0 500 1000 ft  
 Data Zoom 14-0



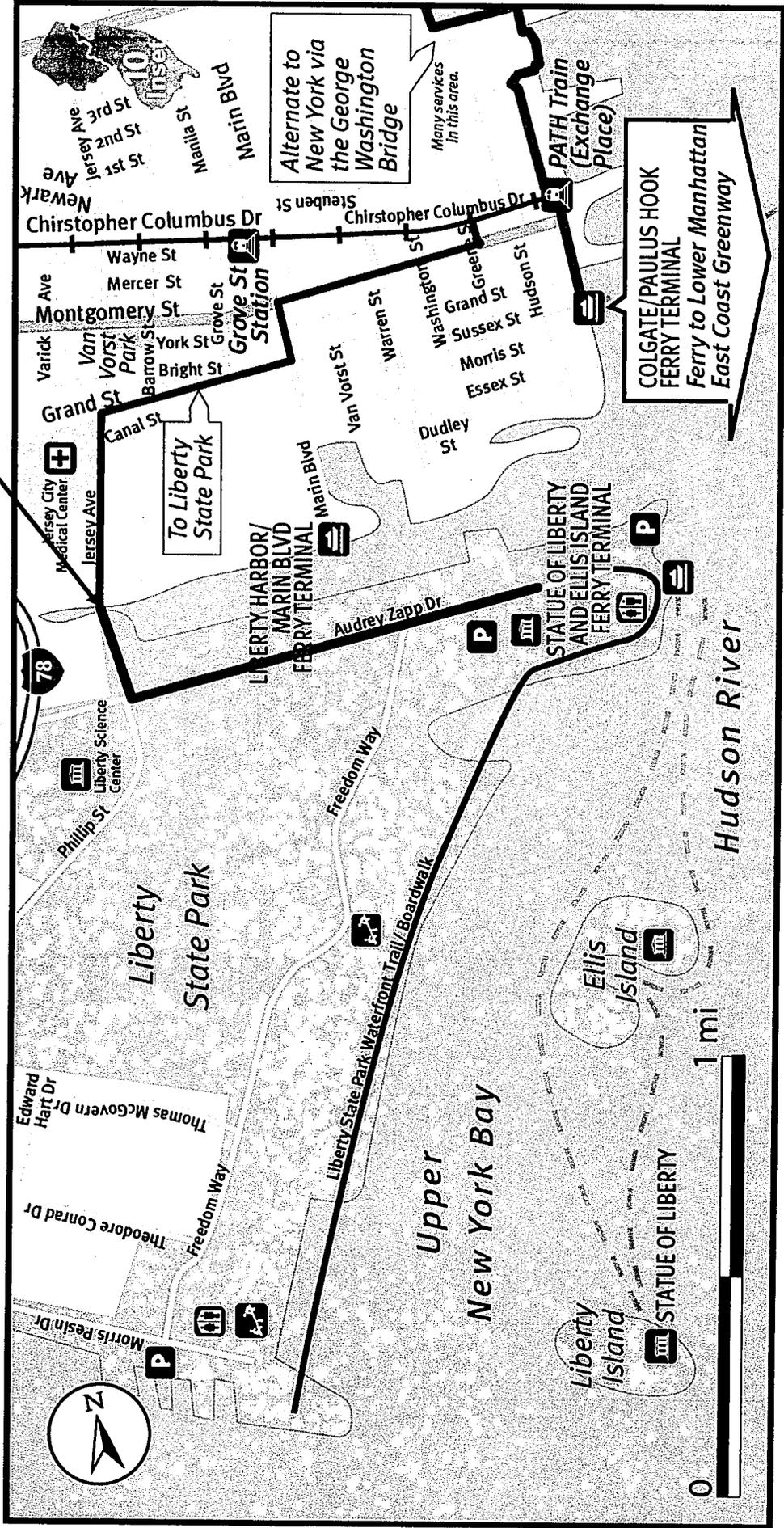
**Jersey Avenue Pedestrian Bridge over Mill Creek - Jersey City  
Aerial Location Map**



**Jersey Avenue Pedestrian Bridge over Mill Creek - Jersey City  
Detour Walking and Biking Route Map**



Project Location



East Coast Greenway Segment 10i

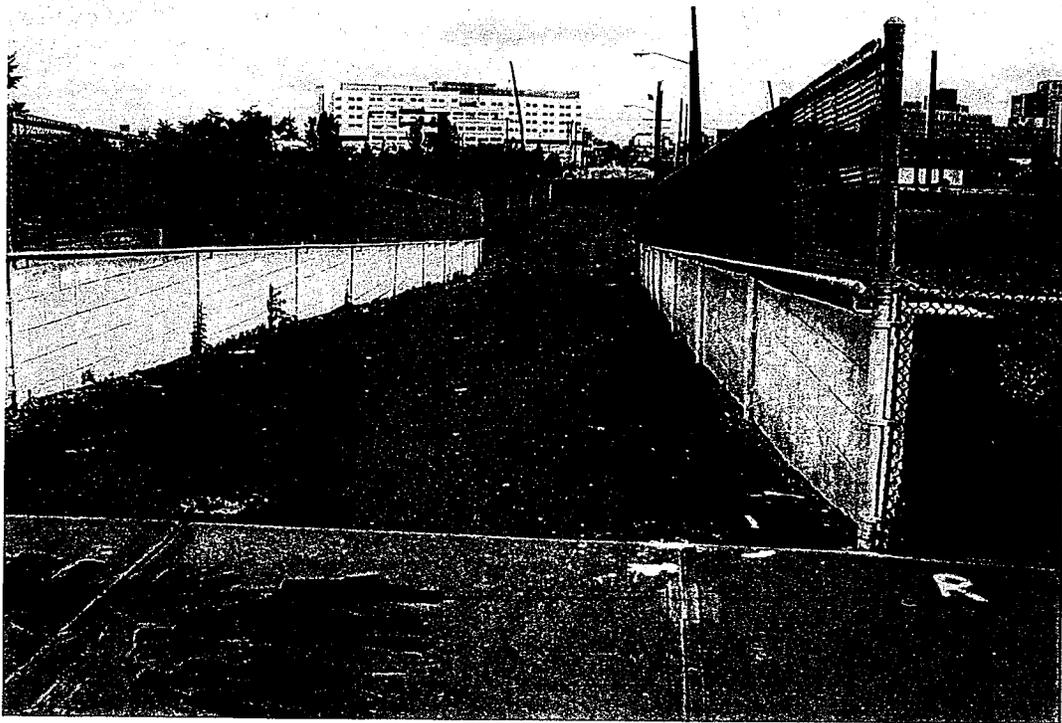
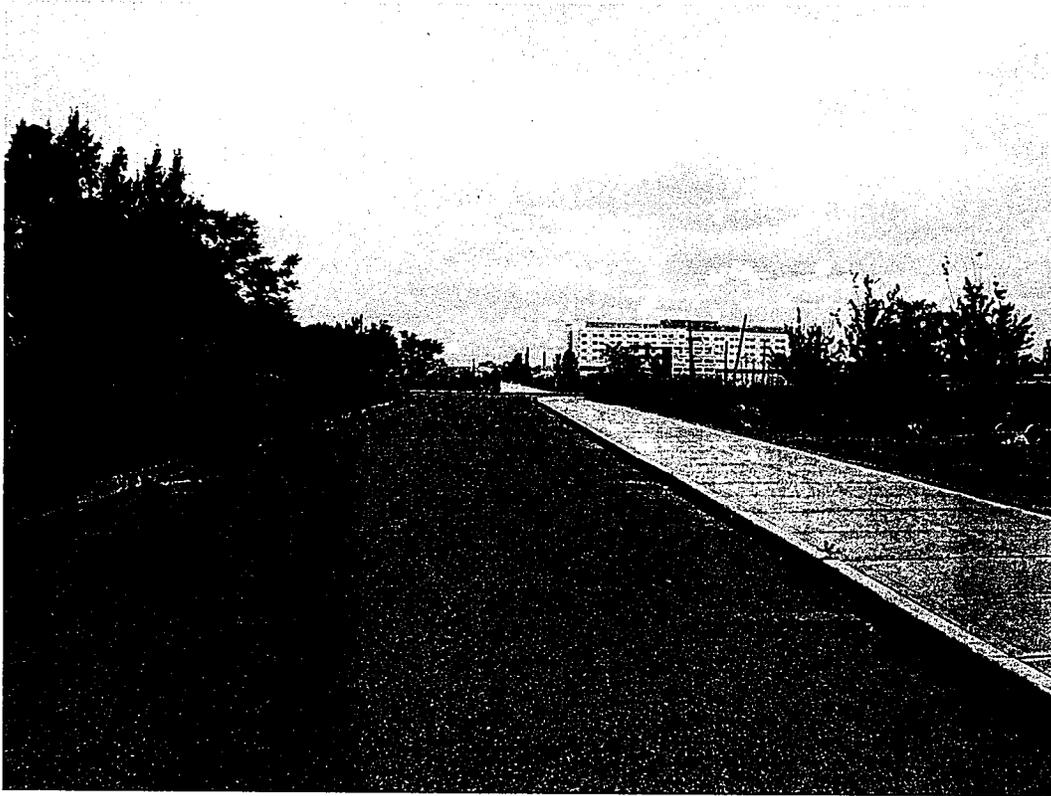
# Photographs

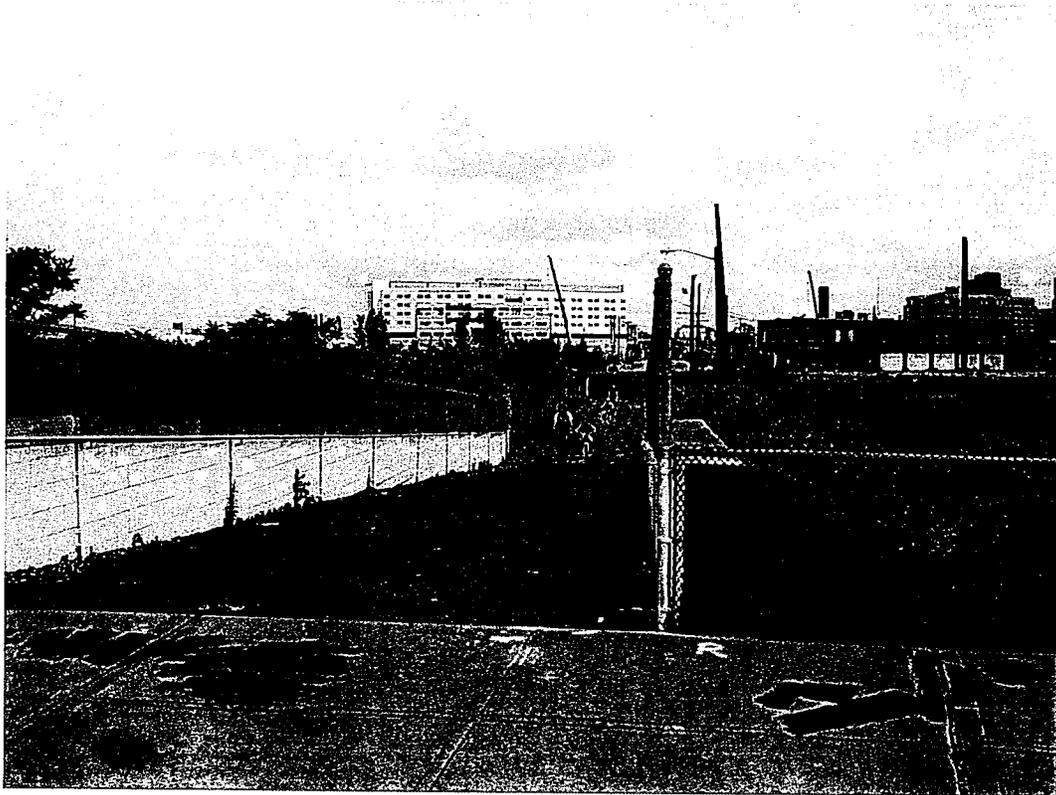
**Jersey Avenue Pedestrian Bridge over Mill Creek  
Jersey City  
Hudson County**



**Aerial View of the Jersey Avenue Pedestrian Bridge  
Before Hurricane Sandy**

The following photographs were taken before Hurricane Sandy



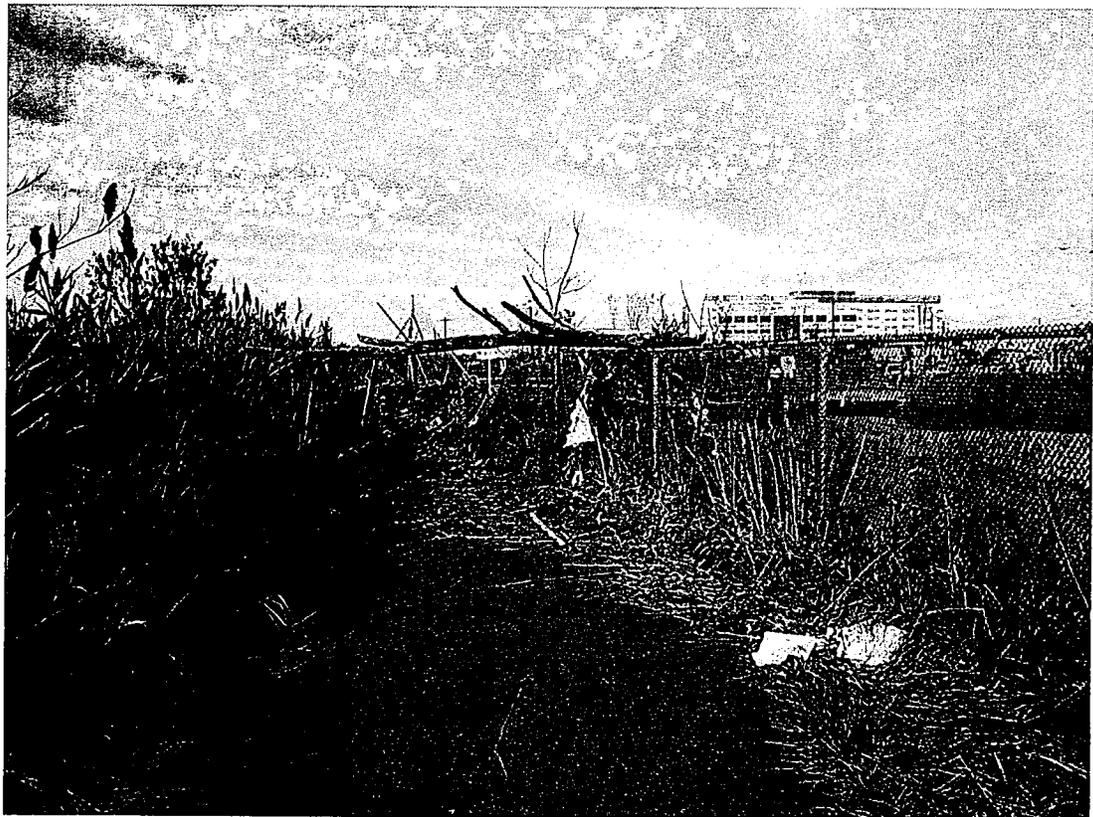
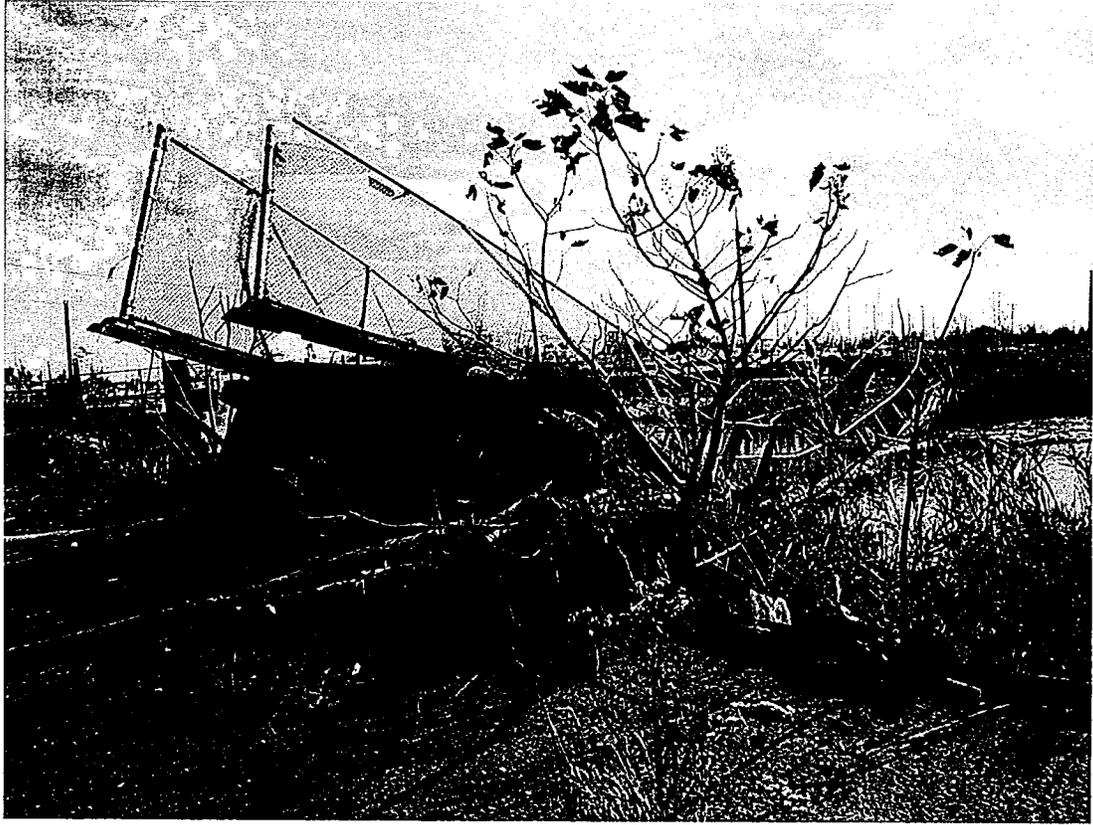




**The following photographs were taken after Hurricane Sandy**







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

City Clerk File No. Res. 13-333

Agenda No. 10.K

Approved: MAY 08 2013



**TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2013-DT-BLA-202 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE JERSEY CITY SIGNALIZATION IMPROVEMENTS, PROJECT NO: 11-016 AND FEDERAL PROJECT NO: HPP-C00S(391) PROVIDED FOR BY THE U.S. CONGRESS THROUGH A SPECIAL FEDERAL APPROPRIATION (EARMARK) TO THE FEDERAL HIGHWAY ADMINISTRATION (FHWA).**

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

**WHEREAS**, the City of Jersey City (City), Division of Engineering, Traffic and Transportation received notification from The North Jersey Transportation Planning Authority (NJTPA) that under the FY2006 Appropriations Bill PL109-115 (ID #275) a special federal appropriation was earmarked for the JERSEY CITY SIGNALIZATION IMPROVEMENTS, Federal Project No: HPP-C00S(391), and

**WHEREAS**, the JERSEY CITY SIGNALIZATION IMPROVEMENTS, JC Project No: 11-016, Federal Project No: HPP-C00S(391) proposed scope of work for updating existing traffic signal equipment was vetted and eligible for federal cost reimbursement in the amount of \$792,000.00; and

**WHEREAS**, the New Jersey Department of Transportation received federal authorization on April 1, 2013 allowing the City to move towards public bid and implementing the JERSEY CITY SIGNALIZATION IMPROVEMENTS, JC Project No: 11-016, Federal Project No: HPP-C00S(391); and

**WHEREAS**, under the terms and conditions of the federal aid agreement, the City must execute this Cost Reimbursement Agreement No: **2013-DT-BLA-202** in which all such work shall be completed by April 1, 2016 unless the Cost Reimbursement Agreement is terminated or extended by written authorization of the State; and

**WHEREAS**, the City prepared plans, specifications and designated a resident engineer to monitor and inspect all work performed by the contractor who is awarded the construction contract, in addition to controlling the approved budget, administering payment vouchers and submitting compliance/progress reports regarding such transactions to NJDOT for allowable cost reimbursement not to exceed \$792,000.00; and

**WHEREAS**, the City agrees to accept responsibility for maintenance of the project after construction is completed.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator and City Clerk are authorized to execute the Cost Reimbursement Agreement No: **2013-DT-BLA-202** which is attached hereto, for the JERSEY CITY SIGNALIZATION IMPROVEMENTS, JC Project No: 11-016, Federal Project No: HPP-C00S(391); and

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator are hereby authorized to accept federal aid on behalf of the City of Jersey City from the New Jersey Department of Transportation for the JERSEY CITY SIGNALIZATION IMPROVEMENTS, JC Project No: 11-016, Federal Project No: HPP-C00S(391); and

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2013-DT-BLA-202 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE JERSEY CITY SIGNALIZATION IMPROVEMENTS, PROJECT NO: 11-016 AND FEDERAL PROJECT NO: HPP-C00S(391) PROVIDED FOR BY THE U.S. CONGRESS THROUGH A SPECIAL FEDERAL APPROPRIATION (EARMARK) TO THE FEDERAL HIGHWAY ADMINISTRATION (FHWA).**

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator and the City Clerk are hereby authorized to sign the Cost Reimbursement Agreement No: **2013-DT-BLA-202** on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement.

Certified as a true copy of the Resolution adopted by Council,  
On this 8th day of MAY, 2013

\_\_\_\_\_  
City Clerk

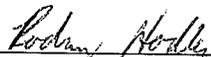
My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

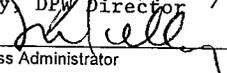
\_\_\_\_\_  
City Clerk  
Robert Byrne

\_\_\_\_\_  
Presiding Officer  
Jerramiah T. Healy, Mayor of Jersey City

 4/24/13  
\_\_\_\_\_  
Chuck F. Lee, P.E. City Engineer

APPROVED:  4/25/13  
\_\_\_\_\_  
Rodney Hadley, DPW Director

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

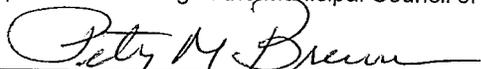
APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.8.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

## RESOLUTION FACT SHEET

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

**1. Full Title of Resolution Agreement:**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2013-DT-BLA-202 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE JERSEY CITY SIGNALIZATION IMPROVEMENTS, PROJECT NO: 11-016 AND FEDERAL PROJECT NO: HPP-C00S(391) PROVIDED FOR BY THE U.S. CONGRESS THROUGH A SPECIAL FEDERAL APPROPRIATION (EARMARK) TO THE FEDERAL HIGHWAY ADMINISTRATION (FHWA).**

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

Chuck F. Lee, P.E., PP, City Engineer

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

The purpose of this resolution is to enter into a cost reimbursement agreement that will allow the City to submit state payment vouchers for reimbursement of construction costs not to exceed \$792,000.00 performed by the contractor awarded the JC Signalization Improvement Project No: 11-016, Federal Project No: HPP-C00S(391) a federal appropriated earmark project.

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

The project proposes an updating of existing traffic signal equipment (LEDs) throughout the City of Jersey City, Hudson County in order to comply with current design standards and mandates for signalized intersections. The proposed work includes the re-lamping of Traffic Signal Heads with LED, and replacement of vehicle in pavement loop detectors with vehicle detection traffic cameras.

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

As noted in the scope of work for this project, the anticipated benefits to the community will be to improve traffic flow and motorist safety. Most cities in United States replace the old-style incandescent halogen bulbs with LED units because they are brighter, last longer and more energy efficient. This project also replaces the signal loop detectors with traffic cameras at traffic signals installation 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):**

Total Engineer's Estimate: \$ 876,168.00

Total Amount Requested: \$ 792,000.00

Estimated Cost to City: \$ 84,168.00

NJDOT will not participate in the cost of Design, Construction Management and Traffic Police Directors on this project.

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

Anticipated NTP – July 1, 2013

**8. Anticipated Completion Date:**

This project must be completed by April 1, 2014 as per the federal authorization

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

Chuck F. Lee, City Engineer      201-547-4413

**10. Additional Comments:**

Based on the information provided to me, I certify that all the Facts Presented Herein are Accurate to the best of my knowledge.



Chuck F. Lee, PE, PP City Engineer

4/24/13

Date



Rodney Hadley, DPW Director

4/25/13

Date

**Scope of Work  
Federal Aid Earmark  
NJTPA Project IDNUM 10394**

**Jersey City Signalization Improvements  
City of Jersey City  
Hudson County**

**June 28, 2011**

This project proposes an updating of existing traffic signal equipment throughout the City of Jersey City, Hudson County in order to comply with current design standards and mandates for signalized intersections. These traffic signal modifications will improve traffic flow and motorist safety. The proposed work includes:

Relamping of Traffic Signal Heads with LEDs  
Replacement of Vehicle In-Pavement Loop Detectors with Vehicle Detection  
Traffic Cameras

These improvements are justified for the following reasons:

**Relamping of Traffic Signal Heads with LEDs**

Replacement Traffic Signal lights are made out of arrays of light emitting diodes (LEDs). These are tiny, purely electronic lights that are extremely energy efficient and have a very long life. Each LED is about the size of a pencil eraser, so hundreds of them are used together in an array. The LEDs replace the old-style incandescent halogen bulbs rated at between 50 and 150 watts. Most cities in the United States are in the process of replacing their incandescent traffic lights with LED units because of three big advantages:

- LEDs are brighter. The LED arrays fill the entire "hole" and have equal brightness across the entire surface, making them brighter overall.
- LED bulbs last for years, while halogen bulbs last for months. Replacing bulbs costs money for the trucks and people who do the work, and it also ties up traffic. Increasing the replacement interval can save a city big dollars.
- LED bulbs save a lot of energy.

The energy savings of LED lights can be huge. Assume that a traffic light uses 100-watt bulbs. The light is on 24 hours a day, so it uses 2.4 kilowatt-hours per day. If you assume power costs 8 cents per kilowatt-hour, it means that one traffic signal costs about 20 cents a day to operate, or about \$73 per year. There are perhaps eight

signals per Intersection, so that's almost \$600 per year in power per intersection. Jersey City has over 250 signalized intersections. LED bulbs might consume 15 or 20 watts instead of 100, so the power consumption drops by a factor of five or six.

### **Replacement of Vehicle In-Pavement Loop Detectors with Vehicle Detection Traffic Cameras**

Due to pavement deterioration, the lack of funding to maintain roadways, the lack of funding to maintain loop detectors, and the past experience of milling pavement at intersections, the city lost the use of many of the traffic signal loops detectors and leads at numerous intersections rendering their traffic responsiveness useless. This project includes the replacement of traffic signal loop detectors with traffic cameras at all traffic signal installations throughout the city.

The way these cameras work is fairly simple. The camera is mounted so that it has a wide view of the approach road that it will be monitoring. Once in place, an engineer at the system console draws "detection zones" within the view range of the camera of the areas that need to be watched for traffic. The video computer then monitors the zones and when it detects a significant change in the image of that area (indicating the presence of a vehicle), it notifies the signal controller. The signal controller then uses that data to make the necessary decisions for changing the signal timing. Traffic cameras are also used to monitor traffic levels and perform traffic counts.

Once the traffic signal cameras are installed, maintenance will be minimum and the cost of maintaining the traffic signal loops that are constantly in need of repair or replacement will be eliminated. From previous installations comparing traffic signal loops vs. traffic signal cameras, over the life expectancy of the traffic signal cameras, the cost for traffic signal loops is almost twice the cost of the traffic signal cameras.

### **Project Locations**

The intersection locations and the improvements required are as follows:

JERSEY CITY SIGNALIZATION PROJECT  
CITY OF JERSEY CITY  
LED REPLACEMENT & VIDEO DETECTION INSTALLATION  
WARD A

NO.	INTERSECTION	12"		8"		8"		12"		12"		VIDEO DETECTOR SYS.			
		RED	GREEN	RED	GREEN	BIMODAL >	RED >	GREEN >	W/ZOOM CAMERAS	FIXED CAMERAS					
												4	1	2	3
33	CAVEN POINT ROAD & CHAPEL AVENUE	8	8												
34	CAVEN POINT ROAD & LINDEN AVENUE EAST	10	10												
54	DANFORTH AVE & FOWLER AVENUE			8	8										
55	DANFORTH AVE & GARFIELD AVENUE			8	8										
56	DANFORTH AVE & OCEAN AVENUE			8	8										
57	DANFORTH AVE & OLD BERGEN ROAD / ROSE AVE			10	10										
58	DANFORTH AVE & WEST SIDE AVE/SULLIVAN DR.			14	14					2					
63	GARFIELD AVENUE & ARMSTRONG AVE			4	4										
66	GARFIELD AVENUE & CHAPEL AVENUE	4	4	4	4										
67	GARFIELD AVENUE & GATES AVENUE	4	4	2	2										
68	GARFIELD AVENUE & LEMBECK AVENUE	4	4	7	7										
69	GARFIELD AVENUE & NEPTUNE AVENUE	4	4	4	4										
70	GARFIELD AVENUE & W 56TH STREET	4	4	4	4										
71	GARFIELD AVENUE & WOODLAWN AVE	4	4	4	4										
113	MC ADOO AVENUE & FOWLER AVENUE (FLASHER)	2	2												
114	MLK DRIVE & ARMSTRONG AVE	4	4	4	4										
121	MLK DRIVE & MC ADOO AVENUE	6	6												1
124	MLK DRIVE & WADE STREET	4	4	2	2										
155	OCEAN AVENUE & DWIGHT ST	4	4	9	9									1	
157	OCEAN AVENUE & FULTON AVENUE	4	4	2	2										
158	OCEAN AVENUE & GATES AVENUE	4	4	4	4										
159	OCEAN AVENUE & LEMBECK AVENUE	4	4	2	2										
160	OCEAN AVENUE & LINDEN AVE	4	4	2	2										
161	OCEAN AVENUE & MERRITT ST / OLD BERGEN RD	3	3	8	8										
162	OCEAN AVENUE & NEPTUNE AVENUE	4	4	4	4										
166	OLD BERGEN ROAD & BARTHOLDI AVE	4	4	2	2									1	
167	OLD BERGEN ROAD & GREENVILLE AVE	4	4	2	2									1	
179	PRINCETON AVE & LINDEN AVENUE	4	4	4	4										
223	WEST SIDE AVE & ARMSTRONG AVE	4	4	5	5										
224	WEST SIDE AVE & AUDUBON AVENUE	4	4	4	4									1	
238	WEST SIDE AVE & STEGMAN PKWY	4	4	4	4									1	
239	WEST SIDE AVE & STEVENS AVE	4	4	2	2										
		113	111	135	135	0	0	2	0	0	2	0	5	0	1

JERSEY CITY SIGNALIZATION PROJECT  
 CITY OF JERSEY CITY  
 LED REPLACEMENT & VIDEO DETECTION INSTALLATION  
 WARD B

NO.	INTERSECTION	12"		8"		12"		12"		VIDEO DETECTOR SYS.		
		RED	GREEN	RED	GREEN	BIMODAL >	RED>	GREEN>	W/ZOOM CAMERAS	FIXED CAMERAS		
31	BROADWAY & WALES AVENUE	4	4	2	2							
50	COMMUNIPAW AVE & MALLORY AVE	10	10									
59	DUNCAN AVE & MALLORY AVENUE	4	4	5	5							
98	MALLORY AVE & BOYD AVENUE	4	4	2	2							
99	MALLORY AVE & CLAREMONT AVE	6	6			4						
100	MALLORY AVE & CLARKE AVENUE	4	4	4	4				1			
101	MALLORY AVE & CLENDENNY AVE	4	4	4	4					1		
102	MALLORY AVE & CULVER AVE			8	8							
103	MALLORY AVE & VIRGINIA AVE	4	4	2	2							
180	SIP AVENUE & BRYANT AVENUE	4	4	2	2					1		
225	WEST SIDE AVE & BELMONT AVENUE	4	4	4	4							
225	WEST SIDE AVE & BENTLEY AVE	4	4	2	2							
227	WEST SIDE AVE & BOYD AVENUE	4	4	2	2							
229	WEST SIDE AVE & CLENDENNY AVE	4	4	4	4							
230	WEST SIDE AVE & COMMUNIPAW AVE	13	13			4					1	
231	WEST SIDE AVE & CULVER AVE			8	8							
232	WEST SIDE AVE & DUNCAN AVE	8	8									
233	WEST SIDE AVE & EGE AVE	4	4	2	2			4				
234	WEST SIDE AVE & GRANT AVE	4	4	6	6							
235	WEST SIDE AVE & KENSINGTON AVE	4	4	2	2					1		
236	WEST SIDE AVE & MONTGOMERY ST	3	3	6	6			1				
240	WEST SIDE AVE & UNION STREET			8	8							
241	WEST SIDE AVE & VIRGINIA AVE	4	4	2	2							
		100	100	75	75	9	0	4	1	5	1	0

JERSEY CITY SIGNALIZATION PROJECT  
CITY OF JERSEY CITY  
LED REPLACEMENT & VIDEO DETECTION INSTALLATION  
WARD C

NO.	INTERSECTION	12"		8"		12"		12"		12"		VIDEO DETECTOR SYS.	
		RED	GREEN	RED	GREEN	BIMODAL >	RED >	GREEN >	w/ZOOM CAMERAS	FIXED CAMERAS			
1	BALDWIN AVENUE & ACADEMY ST	1	1	9	9								
2	BALDWIN AVENUE & BEACON AVENUE			6	6				3				
4	BALDWIN AVENUE & JEFFERSON AVE	4	4	2	2							1	
5	BALDWIN AVENUE & MAGNOLIA AVENUE			6	6							1	
6	BALDWIN AVENUE & MERCER STREET	4	4	4	4							1	
7	BALDWIN AVENUE & NEWKIRK ST	4	4	4	4							1	
8	BALDWIN AVENUE & ST. PAULS AVE	4	4	2	2							1	
9	BALDWIN AVENUE & WAYNE STREET	4	4	4	4							1	
10	BEACON AVENUE & OAKLAND AVENUE	4	4	4	4							1	
11	BERGEN AVENUE & ACADEMY STREET	10	10										1
20	BERGEN AVENUE & GLENWOOD AVE / MERCER ST	6	6	3	3								
21	BERGEN AVENUE & HIGHLAND AVENUE	6	6	2	2								
23	BERGEN AVENUE & MONTGOMERY ST	14	14						3			1	
24	BERGEN AVENUE & NEWKIRK STREET	8	8										
25	BERGEN AVENUE & SIP AVENUE	12	7						5			1	
29	BERGEN AVENUE & VROOM STREET	5	5										
30	BROADWAY & TONNELE AVENUE			8	8								
35	CENTRAL AVENUE & BEACON AVENUE	4	4	6	6							1	
40	CENTRAL AVENUE & LAIDLAW AVENUE	4	4	4	4								
43	CENTRAL AVENUE & PROSPECT STREET	4	4	2	2								
45	CHESTNUT AVENUE & PAVONIA AVENUE	4	4	4	4								
126	MONTGOMERY ST & BALDWIN AVE	6	6	4	4			2					
130	MONTGOMERY ST & FLORENCE ST	6	6	4	4								
134	MONTGOMERY ST & JORDAN AVE	10	10										
136	MONTGOMERY ST & MILL ROAD / BEACON PL	11	11										
138	MONTGOMERY ST & SUMMIT AVE	6	6	4	4			2				4	
145	NEWARK AVENUE & BALDWIN AVE			10	10								
150	NEWARK AVENUE & PALISADE AVE			9	5							5	
151	NEWARK AVENUE & SUMMIT AVE / HOBOKEN AVE	2	2	6	4			2				4	1
171	PALISADE AVE & BEACON AVE	4	4	4	4								
173	PALISADE AVE & CHRIST HOSPITAL GARAGE DR.	4	4	2	2								

NO.	INTERSECTION	12"	12"	8"	8"	12"	12"	12"	12"	VIDEO DETECTOR SYS.		
177	PALISADE AVE & RAVINE AVE / WOOD PL	4	4	4	4							
181	SIP AVENUE & ENOS PLACE	4	4									
182	SIP AVENUE & NEWKIRK ST / VAN REY PEN ST	8	4									
183	SIP AVENUE & P.A. DRIVEWAY	9	9						4			
184	SIP AVENUE & SUMMIT AVENUE	6	6									
185	SIP AVENUE & TONNELE AVE	4	4									
186	SUMMIT AVENUE & ACADEMY STREET			10	10							
188	SUMMIT AVENUE & BEACON AVENUE / HOPKINS	8	8	4	4							
191	SUMMIT AVENUE & CARLTON AVENUE	4	4	2	2							
198	SUMMIT AVENUE & JEFFERSON	4	4	2	2							
200	SUMMIT AVENUE & MAGNOLIA AVENUE	8	8									
202	SUMMIT AVENUE & MERCER STREET	4	4	4	4							
203	SUMMIT AVENUE & NEWKIRK STREET	4	4	2	2							
206	TONNELE AVENUE & NEWARK AVENUE			10	10	6						
207	TONNELE AVENUE & ST PAULS AVE	8	8				7	7		1		
213	WEBSTER AVENUE & BOORAEM AVE	4	4	2	2							
216	WEBSTER AVENUE & FERRY STREET			8	8							
220	WEBSTER AVENUE & PROSPECT ST	5	5	2	2							
221	WEBSTER AVENUE & RAVINE AVENUE	4	4	4	4							
228	WEST SIDE AVE & BROADWAY			8	8				2			
237	WEST SIDE AVE & SIP AVE			8	8					1		
		239	230	183	177	10	17	40	5	8	1	0

JERSEY CITY SIGNALIZATION PROJECT  
CITY OF JERSEY CITY  
LED REPLACEMENT & VIDEO DETECTION INSTALLATION  
WARD D

NO.	INTERSECTION	12"		8"		12"		12"		12"		VIDEO DETECTOR SYS.			
		RED	GREEN	RED	GREEN	BIMODAL >	RED >	GREEN >	W/ZOOM	FIXED	CAMERAS	CAMERAS	CAMERAS		
36	CENTRAL AVENUE & BOWERS STREET			8	8							4	1	2	3
37	CENTRAL AVENUE & CONGRESS STREET	4	4	4	4										1
38	CENTRAL AVENUE & FRANKLIN STREET			4	4										
39	CENTRAL AVENUE & HUTTON STREET	4	4	4	4										1
41	CENTRAL AVENUE & MANHATTAN AVE			4	4										1
42	CENTRAL AVENUE & NORTH STREET	4	4	2	2										1
44	CENTRAL AVENUE & THORNE STREET	4	4	2	2										1
104	MANHATTAN AVE & LIBERTY AVENUE	4	4	4	4										1
105	MANHATTAN AVE & SANFORD PLUMTROTSE AVE			8	8										
152	NORTH STREET & NELSON AVENUE	4	4	2	2										1
172	PALISADE AVE & BOWERS ST / HOLLAND ST	4	4	4	4										
174	PALISADE AVE & CONGRESS ST			8	8										
175	PALISADE AVE & FRANKLIN ST			8	8										
176	PALISADE AVE & GRIFFITH ST	4	4	2	2										
178	PALISADE AVE & SOUTH STREET	4	4	2	2										
189	SUMMIT AVENUE & BLEECKER STREET	4	4	2	2										
190	SUMMIT AVENUE & BOWERS STREET	4	4												
192	SUMMIT AVENUE & CHARLES ST	6	6												
193	SUMMIT AVENUE & CONGRESS STREET	4	4	4	4										
195	SUMMIT AVENUE & GRAHAM ST	4	4	2	2										
196	SUMMIT AVENUE & GRIFFITH ST	4	4	8	8										
197	SUMMIT AVENUE & HUTTON STREET	4	4	4	4										
199	SUMMIT AVENUE & LINCOLN STREET	4	4	4	4										
201	SUMMIT AVENUE & MANHATTAN AVE			8	8										
204	SUMMIT AVENUE & SOUTH STREET	4	4	6	6										
205	SUMMIT AVENUE & THORNE STREET	4	4	8	8										
214	WEBSTER AVENUE & BOWERS STREET			8	8										
215	WEBSTER AVENUE & CONGRESS STREET	4	4												
217	WEBSTER AVENUE & FRANKLIN STREET			6	6										
218	WEBSTER AVENUE & GRIFFITH AVENUE			6	6										
219	WEBSTER AVENUE & HUTTON STREET	2	2	2	2										
222	WEBSTER AVENUE & SOUTH STREET	4	4	2	2										
		88	88	136	136	0	0	0	0	0	0	0	5	1	0

JERSEY CITY SIGNALIZATION PROJECT  
 CITY OF JERSEY CITY  
 LED REPLACEMENT & VIDEO DETECTION INSTALLATION  
 WARD E

NO.	INTERSECTION	12"		8"		12"		12"		VIDEO DETECTOR SYS.		
		RED	GREEN	RED	GREEN	RED>	GREEN>	BIMODAL >	RED>	GREEN>	WIZOOM CAMERAS	FIXED CAMERAS
32	BRUNSWICK ST & 7TH STREET	2	2	2	2							
46	COLUMBUS DRIVE & WASHINGTON ST	10	10					3				
60	ERIE STREET & 10TH STREET (FLASHER)	6										
61	ERIE STREET & 6TH STREET	2	2	4	4							
62	ERIE STREET & 9TH STREET	2	2	2	2							
73	GRAND STREET & GROVE STREET	4	4	4	4							
75	GRAND STREET & JERSEY AVENUE	12	12					4				
77	GRAND STREET & LIBERTY VIEW DR /BARROW ST	8	8									
78	GRAND STREET & MARIN BOULEVARD	9	9					2				
84	GRAND STREET & WARREN STREET	4	4	2	2						1	
85	GROVE STREET & 16TH STREET			6	6							
86	GROVE STREET & 18TH STREET	10	10	4	4							
87	GROVE STREET & WAYNE STREET	4	4	4	4						1	
88	GROVE STREET & YORK STREET	4	4	2	2							
89	GREENE STREET & COLUMBUS DR	15	15					3				1
90	GREENE STREET & GRAND ST	6	6	6	6							1
91	GREENE STREET & MORRIS ST	8	8	2	2							
92	GREENE STREET & SUSSEX ST	6	6	3	3			2				
93	GREENE STREET & YORK STREET	6	6	4	4			2				
94	JERSEY AVENUE & 16TH STREET	6	6	4	4							
95	JERSEY AVENUE & 18TH STREET	12	12					4				
96	JERSEY AVENUE & 6TH STREET	4	4	2	2							
106	MANILA AVENUE & 6TH STREET	2	2	6	6							
107	MARIN BLVD & 18TH STREET	10	10	4	4							
108	MARIN BLVD & 1ST STREET	4	4	2	2							
109	MARIN BLVD & 6TH STREET	13	13									
110	MARIN BLVD & 8TH STREET	10	10	1	1							
111	MARIN BLVD & MORGAN ST	4	4	4	4							
112	MARIN BLVD & YORK STREET	4	4	6	6							
127	MONTGOMERY ST & BARROW ST	4	4	2	2							
131	MONTGOMERY ST & GREENE ST.	16	16					4				1

NO.	INTERSECTION	VIDEO DETECTOR SYS.																		
		12"	12"	8"	8"	12"	12"	12"	12"											
132	MONTGOMERY ST & GROVE ST	4	4	4	4															
133	MONTGOMERY ST & JERSEY AVE	5	5	4	4															
135	MONTGOMERY ST & MARIN BLVD	5	5	4	4															
140	MONTGOMERY ST & WASHINGTON ST	7	7	4	4															
146	NEWARK AVENUE & BRUNSWICK ST / 4TH ST	4	4	4	4															
147	NEWARK AVENUE & COLES ST	4	4	2	2															
148	NEWARK AVENUE & JERSEY AVENUE	4	4	4	4															
149	NEWARK AVENUE & MONMOUTH ST / 2ND ST	4	4	4	4															
208	WASHINGTON BLVD & 14TH STREET	11	11	3	3															
209	WASHINGTON BLVD & 4TH STREET	6	6	6	6															
210	WASHINGTON BLVD & 6TH STREET/GANGEMI DR	14	14																	
211	WASHINGTON BLVD & NEWPORT PARKWAY	12	12																	
212	WASHINGTON BLVD & PAVONIA AVENUE	6	6																	
		289	283	107	107	26	30	38	10	7	1									

JERSEY CITY SIGNALIZATION PROJECT  
 CITY OF JERSEY CITY  
 LED REPLACEMENT & VIDEO DETECTION INSTALLATION  
 WARD F

NO.	INTERSECTION	12"		8"		12"		12"		VIDEO DETECTOR SYS.	
		RED	GREEN	RED	GREEN	BIMODAL >	RED >	GREEN >	w/ZOOM CAMERAS	FIXED CAMERAS	
3	BALDWIN AVENUE & CLIFTON PLACE	4	4	4	4						
12	BERGEN AVENUE & AUDUBON AVE / WEGMAN PKWY	4	4	4	4					1	
13	BERGEN AVENUE & BELMONT AVENUE	4	4	2	2						
14	BERGEN AVENUE & BRAMHALL AVENUE	4	4	2	2					1	
15	BERGEN AVENUE & CLAREMONT AVENUE			8	8						1
16	BERGEN AVENUE & COMMUNIPAW AVE	4	4	10	10						
17	BERGEN AVENUE & FAIRMOUNT AVENUE			8	8						1
18	BERGEN AVENUE & FAIRVIEW AVENUE	4	4	2	2						
19	BERGEN AVENUE & GIFFORD AVENUE	4	4	2	2						1
22	BERGEN AVENUE & JEWETT AVENUE	4	4	2	2						1
26	BERGEN AVENUE & STEGMAN STREET	4	4	2	2						1
27	BERGEN AVENUE & UNION STREET	4	4	5	5						1
28	BERGEN AVENUE & VIRGINIA AVENUE	4	4	2	2						1
47	COMMUNIPAW AVE & CRESCENT AVE	4	4	6	6						
78	COMMUNIPAW AVE & GARFIELD AVE / SUMMIT AVE	9	9								
49	COMMUNIPAW AVE & GRAND ST	11	10								
51	COMMUNIPAW AVE & MONTICELLO AVE / MLK DR	12	12			6				3	
52	COMMUNIPAW AVE & PARK STREET	4	4	2	2						1
53	CORNELIUSON AVE & FAIRMOUNT AVE	4	4	4	4						
64	GARFIELD AVENUE & BAYVIEW AVENUE	6	6	4	4			6			
65	GARFIELD AVENUE & CAVEN POINT AVE			7	7						
72	GRAND STREET & FAIRMOUNT AVENUE	4	4	2	2						1
74	GRAND STREET & IVY PLACE / GARFIELD AVE	2	2	5	5						
76	GRAND STREET & JOHNSTON AVENUE	4	4	4	4						
79	GRAND STREET & MERSELES STREET	5	5	8	8						
80	GRAND STREET & MONMOUTH ST	9	9			4					1
81	GRAND STREET & PACIFIC AVENUE	5	3	3	3						
82	GRAND STREET & PRIOR STREET	6	6	2	2			2		4	
83	GRAND STREET & SUMMIT AVENUE	2	2	5	5						
97	JERSEY CITY BLVD. & PHILLIP STREET	8	8								1
115	MLK DRIVE & BAYVIEW AVENUE	4	4	2	2			3			

NO.	INTERSECTION	12"	12"	8"	8"	12"	12"	12"	VIDEO DETECTOR SYS.			
116	MLK DRIVE & BIDWELL AVENUE	6	6									
117	MLK DRIVE & BRAMHALL AVE	4	4	4	4							
118	MLK DRIVE & CLAREMONT AVE	4	4	4	4							
119	MLK DRIVE & FORREST STREET	4	4	4	4							
120	MLK DRIVE & KEARNEY AVENUE	4	4	4	4							
122	MLK DRIVE & STEGMAN STREET	4	4	4	4							
123	MLK DRIVE & UNION STREET	4	4	4	4							
125	MLK DRIVE & WEGMAN PARKWAY	4	4	4	4							
128	MONTGOMERY ST & BRUNSWICK ST	5	5	2	2							
129	MONTGOMERY ST & CENTER ST/MERSELES	17	3					16				
137	MONTGOMERY ST & MONMOUTH ST	5	5	2	2			2				
139	MONTGOMERY ST & VARICK ST	5	5	2	2							
141	MONTICELLO AVE & BELMONT AVE	4	4	2	2							
142	MONTICELLO AVE & FAIRVIEW AVENUE	4	4	2	2							
143	MONTICELLO AVE & JEWETT AVE	4	4	4	4							
144	MONTICELLO AVE & ORCHARD ST / JORDAN AVE	2	2	4	4				1			
153	OCEAN AVENUE & BRAMHALL AVE / GRAND ST	8	8									
154	OCEAN AVENUE & CLAREMONT AVE			8	8							
156	OCEAN AVENUE & FORREST STREET	4	4	4	4							
163	OCEAN AVENUE & UNION STREET	4	4	4	4							
164	OCEAN AVENUE & WEGMAN PKWAY	4	4	6	6							
165	OCEAN AVENUE & WILKINSON AVE	4	4	2	2							
168	PACIFIC AVENUE & ASH ST	4	4	4	4							
169	PACIFIC AVENUE & JOHNSTON AVE	6	6	2	2							
170	PACIFIC AVENUE & LAFAYETTE ST	4	4	2	2							
187	SUMMIT AVENUE & ASTOR PLACE	4	4	4	4							
194	SUMMIT AVENUE & FAIRMOUNT AVE.	265	248	200	200	13	2	33	0	11	1	2

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

City Clerk File No. Res. 13-334

Agerida No. 10.L

Approved: MAY 08 2013

TITLE:



**RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON APRIL 25, 2013 FOR A CONTRACT KNOWN AS APPLE TREE HOUSE - PHASE III - SITE IMPROVEMENTS, PROJECT NO. 2010-029**

**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 Apple Tree House - Phase III - Site Improvements, Project No. 2010-029 (Project); and

**WHEREAS**, on April 25, 2013, the City of Jersey City (City) received two (2) bids which were:

Tec-Con Contractors:	\$734,940.00
J. A. Alexander, Inc.	\$777,200.00

**WHEREAS**, this bid substantially exceeds the Division of Architecture's (Division) pre-bid estimate for this Project of \$594,923.00; and

**WHEREAS**, the City's Director of Architecture recommends that all bids be rejected and the contract be rebid immediately using the same bid specifications and drawings; and

**WHEREAS**, N.J.S.A. 40A:11-13.2(a) and (b) authorize the rejection of all bids when bids substantially exceed the pre-bid estimate and appropriation for the goods or services.

**NOW THEREFORE**, Be It Resolved by the Municipal Council of the City of Jersey City that because of the reasons stated above which are incorporated herein, all bids received by the City on April 25, 2013 for a contract known as Apple Tree House - Phase III - Site Improvements, Project No. 2010-029 are rejected and the Purchasing Agent is authorized to rebid the contract using the same bid specifications and drawings prepared by Holt, Morgan Russell Architect, consultant to the Division.

bw  
April 29, 2013

APPROVED: Rodney Hadley 4/29/13  
Rodney Hadley, DPW Director

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ARCHITECTURE

**INTERDEPARTMENTAL MEMORANDUM**

DATE : April 29, 2013  
TO : Peter Brennan, Council President and Members of the Municipal Council  
FROM : Brian F. Weller, L.L.A., Director   
SUBJECT : Apple Tree House - Phase III - Site improvements  
Re: Bid Reception Status  
Project No. 2010-029

---

We received two (2) bids for Apple Tree House - Phase III - Site improvements Thursday, April 25, 2013. Unfortunately the lowest responsible bidder exceeds our construction estimate as well as our allotted budget for the project. After discussion with the design team as well as the DPW Director we must recommend rejection of all bids and re-bid in an effort to stay within our budget and receive a more competitive bid response to the project.

Attachment

c: Rodney Hadley, Director, Department of Public Works

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

City Clerk File No. Res. 13-335

Agenda No. 10.M

Approved: MAY 08 2013

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 11-253, approved on April 27, 2011, awarded a contract in the amount of \$106,920.00 to Pabco Industries for beam clay baseball diamond mix for the City of Jersey City (City), Department of Public Works / Parks Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

**WHEREAS**, Resolution No. 12-463, approved on June 13, 2012, exercised the first option to renew the contract for the amount of \$109,699.92; 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 final option and renew the contract for an additional one-year period effective as of **April 28, 2013 and ending on April 29, 2014**; and

**WHEREAS**, the total cost of the contract renewal is **\$111,345.42**; and

**WHEREAS**, funds in the amount of \$15,000.00 are available in **Parks Maintenance Operating Account No. 13-01-201-28-375-209**.

**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 Pabco Industries for beam clay baseball diamond mix for the City of Jersey City (City), Department of Public Works / Parks Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of April 29, 2013, and the total cost of the contract shall not exceed **\$111,345.42**;
- 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 in the subsequent calendar year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 13-335

Agenda No. 10.M MAY 08 2013

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Parks Maintenance Operating Account No. 13-01-201-28-375-209 for payment of the above resolution.

Requisition # 0161856

Purchase Order # 109821

Temp.Encumbrancy \$15,000.00

RWH/sb  
April 19, 2013

APPROVED: Rodney W. Hadley 4/19/13 APPROVED AS TO LEGAL FORM  
Rodney W. Hadley, Director, Department of Public Works

APPROVED: [Signature] [Signature]  
Business Administrator Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.8.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

**1. Full title of ordinance/resolution/cooperative agreement:**

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE.**

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

Rodney W. Hadley, Director of the Department of Public Works for the Division of Parks Maintenance.

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

Furnishing and delivering bean clay baseball diamond mix.

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

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE.**

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

Furnishing and delivering bean clay baseball diamond mix.

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

The cost of this contract renewal is one hundred and eleven thousand three hundred and forty five dollars and forty two cents (\$111,345.42).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

April 29, 2014.

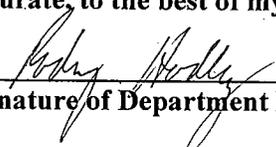
**9. Person responsible for coordinating proposed program, project, etc.:**

Rodney Hadley, Director, Division of Parks Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Parks Maintenance.

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

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

4/19/13  
\_\_\_\_\_  
Date

**CERTIFICATION OF RODNEY W. HADLEY**

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE.**
3. The total funds requested for this contract renewal is \$111,345.42 with a temporary encumbrancy of \$15,000.00.
4. The funds are available in **Parks Maintenance Operating Account No. 01-201-28-375-209.**
5. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: \_\_\_\_\_

*4/19/13*

\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor  
RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

April 29, 2013

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

**RE: Contract Renewal (Bean Clay Baseball Mix)**

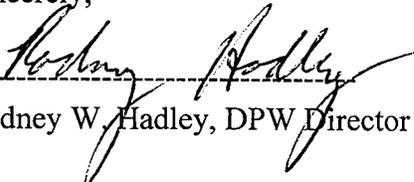
Dear Council President and Members of the Municipal Council:

The purpose of this letter is to explain the above subject matter. Resolution No. 11-253, approved on April 27, 2011, awarded a one-year contract in the amount of \$106,920.00 to Pabco Industries for furnishing and delivering beam clay baseball diamond mix. The bid specifications provided the City with the option to renew the contract for two (2) additional one (1) year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics. Resolution No. 12-463, approved on June 13, 2012, exercised the first option to renew the contract in the amount of \$109,699.92.

The contractor has been performing the services in an effective and efficient manner. The City desires to exercise the final option and renew the contract for an additional one-year period effective as of **April 28, 2013 to April 29, 2014**. The total cost of the contract renewal is **\$111,345.42**. The funds are available for this expenditure in **Parks Maintenance Operating Account No. 13-01-201-28-375-209** for payment.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Sincerely,

  
-----  
Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

# Databases, Tables & Calculators by Subject

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include graphs

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Data extracted on: April 19, 2013 (12:48:35 PM)

## Consumer Price Index - All Urban Consumers

Series Id: CUUR0100SAO  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003	190.5	191.7	193.0	192.6	192.7	192.8	193.5	194.3	195.0	195.4	195.1	194.9	193.5	192.2	194.7
2004	195.9	196.8	198.6	199.4	199.9	201.1	201.0	201.0	201.2	202.5	202.6	201.9	200.2	198.6	201.7
2005	202.6	203.6	206.0	206.9	206.2	206.2	207.9	208.7	210.8	211.5	210.0	209.0	207.5	205.3	209.7
2006	211.0	211.6	212.8	214.7	215.7	216.7	217.5	218.1	216.3	215.2	214.8	215.2	215.0	213.8	216.2
2007	215.813	216.651	218.334	219.501	220.591	221.579	221.945	221.559	221.436	221.951	223.356	223.425	220.512	218.745	222.279
2008	224.325	225.213	226.926	228.133	230.089	232.649	234.545	233.788	232.841	230.837	227.236	225.091	229.306	227.568	230.723
2009	225.436	226.754	227.309	227.840	228.136	229.930	230.154	230.883	231.200	231.304	231.708	231.462	229.343	227.889	231.119
2010	232.294	232.382	233.188	233.615	234.130	233.834	233.885	234.150	234.027	234.671	235.094	235.141	233.868	233.241	234.495
2011	235.969	237.110	239.074	240.267	241.566	241.690	242.282	243.033	243.323	243.014	242.652	241.987	240.997	239.279	242.715
2012	242.879	243.850	245.125	245.850	245.709	245.201	244.984	246.252	247.409	247.564	247.097	246.456	245.698	244.769	246.627
2013	247.277	248.665	248.719												

## 12-Month Percent Change

Series Id: CUUR0100SAO  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003	3.0	3.0	3.2	2.6	2.7	2.7	2.8	2.6	2.9	2.9	2.6	2.8	2.8	2.8	2.7
2004	2.8	2.7	2.9	3.5	3.7	4.3	3.9	3.4	3.2	3.6	3.8	3.6	3.5	3.3	3.6
2005	3.4	3.5	3.7	3.8	3.2	2.5	3.4	3.8	4.8	4.4	3.7	3.5	3.6	3.4	4.0
2006	4.1	3.9	3.3	3.8	4.6	5.1	4.6	4.5	2.6	1.7	2.3	3.0	3.6	4.1	3.1
2007	2.3	2.4	2.6	2.2	2.3	2.3	2.0	1.6	2.4	3.1	4.0	3.8	2.6	2.3	2.8
2008	3.9	4.0	3.9	3.9	4.3	5.0	5.7	5.5	5.2	4.0	1.7	0.7	4.0	4.2	3.8
2009	0.5	0.7	0.2	-0.1	-0.8	-1.2	-1.9	-1.2	-0.7	0.2	2.0	2.8	0.0	-0.1	0.2
2010	3.0	2.5	2.6	2.5	2.6	1.7	1.6	1.4	1.2	1.5	1.5	1.6	2.0	2.5	1.5
2011	1.6	2.0	2.5	2.8	3.2	3.4	3.6	3.8	4.0	3.6	3.2	2.9	3.0	2.6	3.5
2012	2.9	2.8	2.5	2.3	1.7	1.5	1.1	1.3	1.7	1.9	1.8	1.8	2.0	2.3	1.6
2013	1.8	2.0	1.5												

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[www.bls.gov](http://www.bls.gov) | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

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

City Clerk File No. Res. 12-463

Agenda No. 10.Z.14

Approved: JUN 13 2012

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 11-253, approved on April 27, 2011, awarded a contract in the amount of \$106,920.00 to Pabco Industries for beam clay baseball diamond mix for the City of Jersey City (City), Department of Public Works / Parks Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; 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 April 28, 2012 and ending on April 29, 2013; and

WHEREAS, the total cost of the contract renewal is \$109,699.92; and

WHEREAS, funds in the amount of \$15,000.00 are available in Parks Maintenance Operating Account No. 12-01-201-28-375-209.

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 Pabco Industries for beam clay baseball diamond mix for the City of Jersey City (City), Department of Public Works / Parks Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of April 28, 2012, and the total cost of the contract shall not exceed \$109,699.92;
- 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 2012 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2012 calendar year permanent budget and in the subsequent calendar year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 12-463

Agenda No. 10.7.14 JUN 13 2012

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Parks Maintenance Operating Account No. 12-01-201-28-375-209 for payment of the above resolution.

Requisition # 0158227

Purchase Order # 106610

Temp.Encumbrancy \$15,000.00

RWH/sb  
May 9, 2012

APPROVED: Rodney W. Hickey 5/15/12 APPROVED AS TO LEGAL FORM  
Rodney W. Hickey, Director, Department of Public Works  
APPROVED: Pat Kelly Janet Monahan  
Business Administrator Corporation Counsel  
Certification Required   
Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6/13/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.  
Peter M. Brennan Robert Byrne  
Peter M. Brennan, President of Council Robert Byrne, City Clerk



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

PURCHASE ORDER NUMBER  
**106610**  
THIS NUMBER MUST APPEAR ON ALL INVOICES,  
CORRESPONDENCE, SHIPPING PAPERS AND  
PACKAGES.

**PURCHASE ORDER & VOUCHER**

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

REQUISITION # **0158227**  
BUYER **RESOLUTION**

DATE: **05/16/2012** VENDOR NO: **PA420670**

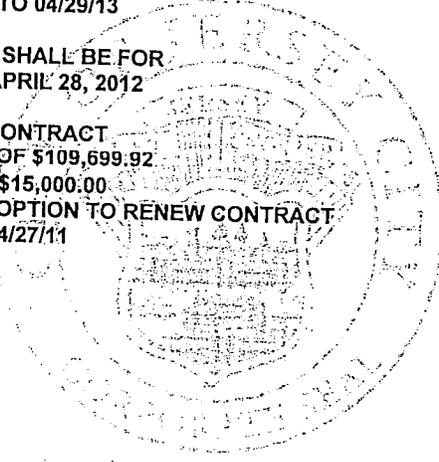
**VENDOR INFORMATION**

**PABCO INDUSTRIES**  
**166 FRELINGHUYSEN AVENUE**  
**NEWARK NJ 07114**

**DELIVER TO**

**PARK MAINTENANCE**  
**575 RT. 440**  
**JERSEY CITY NJ 07305**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE	
1.00	REN	CONTRACT RENEWAL FOR BEAM CLAY BASEBALL DIAMOND MIX	01-201-28-375-209	15,000.0000	15,000.00	
<p>THIS REQUISITION IS ISSUED FOR ENCUMBRANCY PURPOSES ONLY TO ESTABLISH FUNDING FOR BEAM CLAY BASEBALL DIAMOND MIX CONTRACT PERIOD = 04/28/12 TO 04/29/13</p> <p>THE TERM OF THE CONTRACT SHALL BE FOR ONE YEAR COMMENCING ON APRIL 28, 2012</p> <p>THE TOTAL AMOUNT OF THE CONTRACT SHALL NOT EXCEED THE SUM OF \$109,699.92 TEMPORARY ENCUMBRANCY :\$15,000.00 YEAR ONE OF THE TWO YEAR OPTION TO RENEW CONTRACT INITIAL AWARD-RESO 11-253, 04/27/11</p> <p>PARTIAL PAYMENT VOUCHERS</p>						
TAX EXEMPTION NO. <b>22-6002013</b>					<b>PO Total</b>	<b>15,000.00</b>



DEPT OF PUBLIC WORKS  
DIRECTOR'S OFFICE  
FISCAL OFFICE

**CLAIMANT'S CERTIFICATION AND DECLARATION**

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

**X** \_\_\_\_\_  
VENDOR SIGN HERE

\_\_\_\_\_  
OFFICIAL POSITION

\_\_\_\_\_  
DATE

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

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

\_\_\_\_\_  
TITLE OR POSITION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED BY THE PURCHASING AGENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED BY ACCOUNTS & CONTROL

\_\_\_\_\_  
DATE

**Original Copy**

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

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

City Clerk File No. Res. 11-253

Agenda No. 10.Z.2

Approved: APR 27 2011

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARKS MAINTENANCE

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

WHEREAS, the City's Director of Purchasing within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for furnishing and delivering Beam Clay Baseball Diamond Mix for the Department of Public Works/Division of Park Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Three (3) Bids, the lowest responsive and responsible bid being that from Pabco Industries, 166 Frelinghuysen Avenue, Newark, New Jersey 07114 in the total bid amount of One Hundred Six Thousand, Nine Hundred Twenty dollars, (\$106,920.00); and

WHEREAS, the City has the option to extend the contract for Two additional one year terms; and

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

WHEREAS, the sum of Ten Thousand (\$10,000.00) Dollars is available in the calendar year 2011 temporary budget; and

WHEREAS, the funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

D.P.W./Division of Parks & Forestry		
Account No.	P.O #	Amount
01-201-28-375-209	102926	\$10,000.00 Temp. Encumb

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

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

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

(Continued on page 2)



## BID PROPOSAL/DOCUMENTS

Pursuant to N.J.S.A. 40A: 11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

BID PROPOSAL/DOCUMENTS

BEAM CLAY BASEBALL DIAMOND MIX  
DPW/DIVISION OF PARK MAINTENANCE

This contract will be awarded as an open-end contract for a term of one year.  
The minimum and the maximum number of quantities for each item or as stated below.

Zero (0) is the minimum, Nine hundred (900) is the maximum. Materials are to be delivered to the Department of Public Works. Deliveries are to be in increments of 25 tons delivered to Public Works as needed.

The contract will be awarded based upon the grand total price for item one (1). If the Grand Total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award

900 - Tons @ \$ 118.80 Per Ton for a Total Cost of \$ 166,920.00  
Price In Figures Total Cost In Figures

Grand Total Bid Price for 900 Tons of Baseball Diamond Mix

One hundred and Six Thousand nine hundred and Twenty <sup>00</sup>/<sub>100</sub>  
Grand Total Bid Amount In Words

\$ 166,920.00  
(In Figures)

NOTE: This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item or as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

**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 Company

Name of Stock or Shareholder	Home Address
Linda Sheeman 51%	109 N. Ashby Ave, Livingston, NJ 07039
Richard Sheeman 49%	109 N. Ashby Ave, Livingston, NJ 07039

**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: Pabco Industries, LLC  
 Signed: \_\_\_\_\_ Title: Bid agent  
 Print Name: Todd Sheeman Date: 4/13/13

Subscribed and sworn before me this 04 day of April, 2013  
 My Commission expires: \_\_\_\_\_  
 \_\_\_\_\_  
 (Affiant)  
 \_\_\_\_\_  
 (Print name & title of affiant) (~~Corporate Seal~~)  
 \_\_\_\_\_  
 Notary

**ROSE TURNER**  
**NOTARY PUBLIC, STATE OF NEW JERSEY**  
**MY COMMISSION EXPIRES 12/08/2015**  
**#2337919**



**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 Pabco Industries, LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 4/29/13 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Pabco Industries, LLC (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: Pabco Industries, LLC

Signed: [Signature] Title: Bid agent

Print Name: Todd Sherman Date: 4/3/13

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

My Commission expires: [Signature] (Affiant)

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

**ROSE TURNER  
NOTARY PUBLIC, STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 12/08/2015  
#2337919**

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

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

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

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

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

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

Representative's Name/Title Print): J. Todd Sherman / Bid agent  
Representative's Signature: [Signature]  
Name of Company: Public Relations, Inc  
Tel. No.: 973-242-2200 Date: 4/2/13

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): Todd Sherman / Bid agent

Representative's Signature: [Handwritten Signature]

Name of Company: Palco Industries, LLC

Tel. No.: 973-256-2200 Date: 4/3/12

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : Pabco Industries, LLC  
Address : 166 Frelinghuysen Ave Newark NJ 07104  
Telephone No. : 973-242-2800  
Contact Name : Ted Sheeran

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.

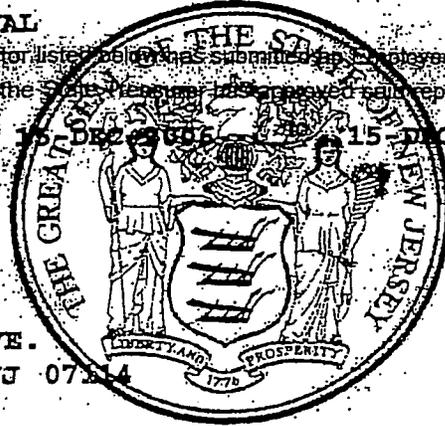
Certification 13205

## 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 **12/02/2012 to 12/15/2013**

**PABCO INDUSTRIES  
166 FRELINGHUYSEN AVE.  
NEWARK NJ 07104**



*Bradley Abelen*

State Treasurer

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

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

TAXPAYER NAME:  
PABCO INDUSTRIES, L.L.C.  
TAXPAYER IDENTIFICATION#:  
222-895-139/000  
ADDRESS:  
166 FRELINGHUYSEN AVE  
NEWARK NJ 07114  
EFFECTIVE DATE:  
06/10/88

TRADE NAME:  
PABCO INDUSTRIES  
SEQUENCE NUMBER:  
0099926  
ISSUANCE DATE:  
12/03/02

*John S. Tully*  
Director

FORM-BRC(08-01)

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

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

City Clerk File No. Res. 13-336

Agenda No. 10.N

Approved: MAY 08 2013

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S INTRADO VIPER E-9-1-1 SYSTEM WITHOUT PUBLIC BIDDING**

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

WHEREAS, there exists a need to support and maintain the Intrado Viper E-9-1-1 System for the Department of Police; and

WHEREAS, Viper Communications, 211-K Gates Road Little Ferry, NJ 07643 will provide this service; and

WHEREAS, Viper Communications has agreed to provide service for an annual payment of \$141,300.00 beginning March 1, 2013 – March 14, 2014; and

WHEREAS, Viper Communications has specific knowledge of the Department of Police Intrado Viper E-9-1-1 System having worked on this system in the past lending it the ability to rapidly diagnose and correct deficiencies; and

WHEREAS, Viper Communications has agreed to and has the specific ability to support the Department of Police Intrado Viper E-9-1-1 system and the detailed requirements of said system; and

WHEREAS, funds in the amount of \$35,325.00 are currently available in the 2013 budget of Account No. 13- 01-201-25-240-310; and

WHEREAS, the award of this contract shall be subject to the appropriation of sufficient funds in the 2013 year permanent budget; and

WHEREAS, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1) (dd) because it is for maintenance and support services for a proprietary computer system; and

WHEREAS, pursuant to N.J.S.A. 19:44A 20.4 et seq., Viper Communications has completed and submitted a Business Entity Disclosure Certification which certifies that Viper Communications has not made any reportable contributions to a political or candidate committee listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Viper Communications from making any reportable contributions during the term of the contract; and

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

WHEREAS, Viper Communications has submitted its certification of compliance with the City's Contractor Pay to Play reform ordinance adopted on September 3, 2008; and

WHEREAS, the Police Director has determined and certified in writing that the value of the contract will exceed \$17,500;

City Clerk File No. Res. 13-336

Agenda No. 10.N MAY 08 2013

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S INTRADO VIPER E-9-1-1 SYSTEM WITHOUT PUBLIC BIDDING**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of Jersey City that the said quotation of the aforementioned Viper Communications, be accepted and that a contract in the total amount of \$141,300.00 be awarded to said company and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

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

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

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City, and be it further

**RESOLVED**, that 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; and be it further

**RESOLVED**, that pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2013 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in 2013 fiscal year permanent budget and in the subsequent fiscal year budget.

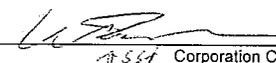
I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds for the first year of this contract in the amount of \$35,325.00 are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in

Department of Police		
Acct. No.	P.O.# 109690	Amount
13- 01-201-25-240-310.		\$35,325.00

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

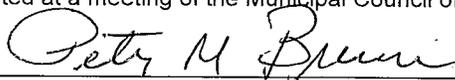
**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.8.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S INTRADO VIPER E-9-1-1 SYSTEM WITHOUT PUBLIC BIDDING**

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

ROBERT KAKOLESKI, ACTING DIRECTOR, DEPARTMENT OF POLICE

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

24/7 Support and maintenance of Intrado Viper E-9-1-1 System

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

Continuation of Public Safety

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

Emergency services response for community needs

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

One Hundred Forty One Thousand Three Hundred Dollars and Zero Cents (\$141,300.00)

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

March 1, 2013

8. **Anticipated Completion Date:**

Ongoing

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

P.O. John Tkaczyk

I certify that all the facts presented herein are accurate.

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

4/28/13  
\_\_\_\_\_  
Date

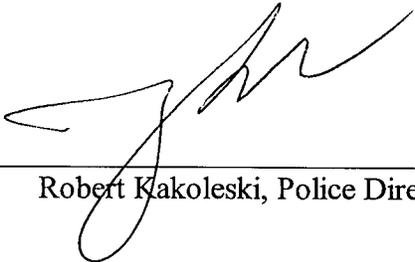
## DETERMINATION OF VALUE CERTIFICATION

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

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Viper Communications to provide the City with maintenance and support for the Intrado Viper E-911 system.
3. The term of the contract is one year effective as of March 1, 2013.
4. The amount of the contract is \$141,300.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

5/1/13

  
\_\_\_\_\_  
Robert Kakoleski, Police Director



# JERSEY CITY POLICE DEPARTMENT

## Police Information Technology Services Unit

73-85 Bishop Street, Jersey City, NJ 07304  
201-547-5226

TO: John Mercer, Assistant Business Administrator

FROM: Sgt. John Tkaczyk

DATE: February 8<sup>th</sup>, 2013

SUBJECT: Positron Viper E-911 Telephone System Support and Maintenance Contract

---

Sir;

Please find attached a requisition for the support and maintenance of the Department's Positron Viper E-911 telephone system. No maintenance contract was approved last fiscal year for this system so consequently only necessary minor repairs have been done to the system by Verizon on a time and material basis.

The system is in dire need of software updates and patches, routine maintenance, and hardware service. The liability to the city if this system should be permitted to fail would be dramatic. We all realize that a single missed 911 call can easily result in a preventable loss of life or injury to our citizens.

We were able to reduce the quoted cost of the contract by over \$100,000.00 year over year but it cannot be reduced further. The system requires specialized technical knowledge to be properly maintained and serviced. Viper Communications has tendered a quote for maintenance since the team of specialists and technicians that have serviced our telephone systems in the past are now employed by this vendor.

If you have any additional questions, please do not hesitate to contact me at 201-547-5997

Respectfully,

  
Sgt. John Tkaczyk  
IT Unit Commander





# VIPER COMMUNICATIONS

## Telecommunications Equipment Maintenance and Support -Agreement-

<b>Seller:</b> Viper Communications 211-K Gates Road Little Ferry, NJ 07643	<b>Customer:</b> Jersey City Public Safety Department 75 Bishop Street Jersey City, NJ 07304
<b>Coverage Type:</b>	
<input checked="" type="checkbox"/> FULL COVERAGE of INTRADO VIPER 911 SYSTEM (excludes wireless handsets)	
<input type="checkbox"/> SWITCH AND VOICEMAIL COVERAGE (excludes all handsets)	
<input type="checkbox"/> REMOTE SUPPORT AND MONITORING ONLY (all parts and onsite labor are billable)	
<b>Coverage Hours:</b>	
<input checked="" type="checkbox"/> 24x7 24 hours a day - 7 days a week	
<input type="checkbox"/> 8x5 8:00 a.m. - 5:00 p.m. CST Monday - Friday	
<b>Price:</b>	
Seller shall provide Customer services under the Terms and Conditions of the Agreement in consideration of a quarterly payment of Thirty-Five Thousand Three hundred Twenty-Five Dollars and Zero Cents (\$35,325.00) -or- an annual pre-payment of One Hundred Forty-One Thousand Three Hundred Dollars and Zero Cents (\$141,300.00). Annual pre-payment includes a 5% discount.	
<b>Coverage Start Date:</b>	
Coverage Term begins on: March 1st, 2013	
<b>Coverage Terms:</b>	
This Agreement is made by and between the Seller and Customer for an initial Coverage Term of Thirty-Six (36) months, and shall automatically renew at the end of the Coverage Term for successive Coverage Terms of twelve (12) months unless explicitly cancelled by the Seller or Customer, in writing, at least thirty (30) days prior to expiration of the current Coverage Term.	
<b>Covered Equipment:</b>	
Coverage is limited to the hardware and software listed in the "Covered Equipment" Chart.	
<b>Coverage Includes:</b>	
- FREE Initial Site Visit and Equipment Inspection	
- FREE Help Desk Support	
- FREE 24x7 Alarm Monitoring, Diagnostics and Trouble-Shooting	
- FREE Annual Preventative Maintenance Visits (PMVs)*	
- FREE Spare Parts Kit*	
- FREE Carrier Support*	
- FREE Installation of an Uninterruptible Power Supply (UPS)*	
- FREE Carrier Service Evaluation	
- GUARANTEED 2 Hour Response Time (During Coverage Hours)	

### Terms & Conditions:

Viper Communications (Seller) agrees to provide the Customer the following maintenance and support services:

#### 1. Service:

- A. Provide all parts and labor to repair or replace Covered Equipment during the Term of the Agreement.
- B. Provide a toll-free hotline to report service issues, available 24 hours a day, 365 days a year.
- C. Provide unlimited remote support and trouble-shooting of Covered Equipment from 8:00 a.m. - 5:00 p.m. CST, Monday - Friday, excluding the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

D. Dispatch a technician to the Customer site during Coverage Hours to repair or replace defective Covered Equipment if the problem cannot be resolved via remote support. Excludes the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

E. Response time is guaranteed for the following types of outages:

i. Major Outage: 25% trunk or station port outage; 25% or more voicemail outage; attendant console outage- a technician will be dispatched within two (2) coverage hours and will be onsite within an additional two coverage hours.

ii. Non-major Outage: all other outages or problems covered under this Agreement- a technician will be dispatched within eight (8) coverage hours and will be onsite within an additional eight (8) coverage hours.

F. Customer may request services, products, and onsite labor not included in this Agreement. All services, products, and onsite labor not included in this Agreement shall be billed to the Customer on a "Time & Materials" basis.

G. Restore covered telephony and voicemail functions with Customer's licensed copies of operational software and most recent data files and backup files. Seller is not responsible for the loss or corruption of Customer's software, data files or backup files.

Reprogramming without the Customer's licensed software and backups files will be done at Viper Communications posted programming rates.

H. Any and all equipment removed by Viper Communications or it's subcontractors, third-party vendors or suppliers during the fulfillment of this Agreement shall become the property of Viper Communications.

## 2. Conditions

A. Viper Communications reserves the right to perform an inspection of Customer's equipment prior to commencement of this Agreement to ensure: all Covered Equipment is installed in accordance with manufacturer's specifications; all Covered Equipment is functioning according to manufacturer's specification; Covered Equipment is installed in a satisfactory, controlled environment.

B. Customer is responsible for providing continuous, properly grounded power to Covered Equipment. Covered Equipment must be powered through an Uninterruptible Power Supply (UPS) of proper voltage and sufficient wattage capacity. Outages and/or damage to Covered Equipment caused by power surges are not covered by this Agreement.

C. Customer is solely responsible for providing continuous carrier service. Outages to Covered Equipment caused by Customer's carrier are not covered by this Agreement. Damage to the Covered Equipment caused by the carrier are not covered by this Agreement.

D. Customer must provide an uninterrupted dedicated trunk line for the Seller's remote access to each phone system(s) and voicemail server(s) covered under this Agreement.

E. Customer must provide constant physical access to, and work space around, all Covered Equipment, sufficient for the maintenance, repair and replacement of a Covered Equipment.

F. Customer shall provide copies of all licensed software and regularly scheduled backup files necessary to properly maintain, repair or replace Covered Equipment.

G. Customer shall authorize Viper Communications to engage Avaya Communications for any services required for the execution of Viper Communications's responsibilities under this Agreement. Viper Communications agrees to reimburse Customer for all expenses incurred by Avaya Communications for services explicitly authorized by Viper Communications

H. Customer agrees to allow Viper Communications (Seller) to contract subcontractors, third-party vendors and suppliers who may be used from time-to-time to service Customer's equipment in accordance with Seller's responsibilities under this Agreement. Viper Communications shall directly reimburse subcontractors, third-party vendors and suppliers for their services and products explicitly authorized by Viper Communications

## 3. Exclusions

A. Viper Communications does not cover damage to Covered Equipment caused by, and accepts no liability for:

i. The actions of persons not authorized by Viper Communications to perform services on Covered Equipment

ii. The attachment of equipment not authorized by Viper Communications to Covered Equipment

iii. The installation of software not authorized by Viper Communications to Covered Equipment

iv. The misuse, abuse, or neglect of Covered Equipment by Customer, Customer's employees, Customer's agents, or any other persons operating the Covered Equipment.

v. Failure of of the Customer to provide Viper Communications and it's representatives sufficient and timely access.

vi. Acts of God, forces of nature, acts of terrorism, acts of public enemies, criminal acts, war, military action, acts of civil or law enforcement officials, fire, explosion, pest or rodent damage, labor disputes including strikes, water damage including flooding and/or leaks, inability to secure and deliver materials due to shortages, fuel or energy shortages, the acts or failures of Customer's carrier service providers, unauthorized use of Covered Equipment or other products, and any other conditions that are beyond the control of Viper Communications

vii. Lightning strikes, power surges and surges over carrier lines

B. Damage to Covered Equipment caused by or attributed to carrier service issues is not covered.

C. Damage to Covered Equipment and outages caused by other network equipment (including data networks, close circuit networks, and any outside utility networks) connected to the Covered Equipment is not covered in this Agreement.

D. This Agreement does not include: moving existing equipment, installation of new equipment, wiring new stations or trunk ports, or reprogramming of Covered Equipment. Customer agrees to contact Viper Communications seven (7) days prior to moving the PBX, voicemail server, power supply and related equipment.



E. Wireless handsets, chargers, batteries, doorbells, door buzzers, door openers, paging systems, intercoms, external speakers, external ringers, loud speakers, demarcation terminals, carrier equipment, phone jacks and wiring are specifically excluded from coverage unless specifically described in the Covered Equipment Chart.

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**4. Payment:**

- A. Customer agrees to pay all fees included in this Agreement.
- B. Monthly invoices are sent on the first day of each month of coverage, and are due within thirty (30) days of the invoice date. Cash, check, and supported credit cards are acceptable forms of payment.
- C. Annual pre-paid invoices are generated on the first day of coverage and are due within thirty (30) days of the invoice date. Annual pre-paid invoices are discounted 5% when paid within thirty (30) days of the start of service. The 5% discount is removed if the payment is not received by Viper Communications within thirty (30) days of the invoice date.
- D. Customer agrees to pay all applicable Federal, State, and municipal taxes, unless a tax-exempt certification is filed with Viper Communications by the Start Date.

**5. Termination of Agreement by Customer Default:**

- A. Customer is in default, and Viper Communications reserves the right to terminate this Agreement, if:
  - i. Customer fails to pay a monthly or annual pre-paid invoice under the terms of this Agreement;
  - ii. Customer fails to observe any of the conditions of this Agreement;
  - iii. Customer significantly alters the phone system, voicemail or handsets from that which is listed in the Covered Equipment Chart without notifying Viper Communications, including but not limited to: adding trunk ports, adding station ports, adding handsets, adding licensing of any kind, adding components, adding connected equipment or servers, reducing components, reducing power supply redundancy, upgrading the phone system or software release, changing voicemail platforms, moving the phone system, moving the voicemail, moving the UPS, eliminating the UPS, or any other change to the Covered Equipment in this Agreement.
  - iv. Customer contracts any vendor not authorized by Viper Communications to maintain and support the equipment listed in the Covered Equipment Chart.
- B. Customer is responsible for all administrative fees, attorney's fees, and court costs incurred by Viper Communications in the collection of delinquent payments, late fees and early termination fees as set forth in 6 (B).

**6. Early Termination by the Customer:**

- A. Customer may terminate this Agreement at any time prior to the Start Date without penalty, less any the balance of any unpaid expenses incurred by Viper Communications. Any payments made toward this Agreement will be first applied to any outstanding balances Customer has with Viper Communications. Any remaining credit will be returned to the Customer within thirty (30) days. Credit balances under \$1000.00 will be returned in the form of original payment. Credit balances of \$1000.01 or more will be returned by check, via regular U.S. mail.
- B. After the Start Date, Customer may voluntarily cancel this Agreement at any time, subject to an Early Termination Penalty. Early Termination Penalty is defined as the lesser of twelve (12) months service under this Agreement, or the sum of charges for all periods remaining in this Agreement, less any expenses incurred by Viper Communications.

**7. Ownership of Equipment and Software Licenses**

- A. Customer hereby attests to be the legal owner (by outright ownership or third-party lease/financial agreement) or licensed end-user of all Covered Equipment, software licenses, and user licenses.
- B. Customer also attests that ownership of all Covered Equipment, software licenses and user licenses is free of any liens or legal attachment which may obstruct Viper Communications from properly servicing this Agreement.
- C. Customer assumes all liabilities (financial and otherwise) and holds Viper Communications harmless in any conflicts which may arise from the Customer's misuse of Covered Equipment and licenses.

**8. General Provisions:**

- A. Any modification, supplement or waiver of any part of this Agreement must be expressly approved in writing by an authorized representative of both the Seller and the Customer.
- B: Neither party may assign this Agreement to another party without the prior express written consent of the other party. Such assignment may not be unreasonably withheld when sufficient notice is given. Failure of a party to respond to notice of assignment may not be construed as approval of assignment by the other party.
- C. If either party to this Agreement fails to exercise their rights or seek remedy under this Agreement or the law, that failure may not be construed as a waiver of any rights or the right to seek remedy.
- D. This Agreement is governed by the laws of The State of New Jersey.
- E. If any provision of this Agreement is deemed to be unenforceable under Federal, State or local laws, that provision will then be divisible in accordance with applicable law. All other provisions shall remain in effect unless mutually agreed to by both parties.

**9. Dispute Arbitration:**



A. All unresolved disputes between the parties to this Agreement shall be resolved as follows: a single professional arbitrator shall conduct binding good-faith arbitration, governed by the laws of the Federal Arbitration Act of the U.S.C. Each party shall bear the costs of it's own attorney's fees and other legal fees. All claims against Viper Communications related to this Agreement must be filed within twelve (12) months of the cause of the claim. Written notice of the claim must be submitted in writing to Viper Communications within said twelve (12) month period.

---

**10. Notice and Mailing Address:**

A. Payments, written notices and any other information sent to Viper Communications related to this Agreement should be sent by certified mail (with return receipt) to the following address:

**Viper Communications  
2625 South Greeley Street, suite 200  
Milwaukee, WI 53207**

**This Agreement is considered executed upon signature of the Seller and Customer**

**Seller:**

**Viper Communications**

*Christopher M. Fisher*

\_\_\_\_\_  
**Authorized Signature**

**Christopher M. Fisher**

\_\_\_\_\_  
**Print Name**

**Support Services Manager**

\_\_\_\_\_  
**Title**

**February 7th, 2013**

\_\_\_\_\_  
**Date**

**Customer:**

**Jersey City Public Safety Department**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



**Covered Equipment Chart**

<b>CUSTOMER NAME:</b>		Jersey City Public Safety Department	
<b>ADDRESS:</b>		75 Bishop Street	
<b>CITY, STATE, ZIP:</b>		Jersey City, NJ 07304	
<b>SOLD TO NUMBER:</b>		<b>COVERAGE START DATE:</b>	3/1/2013
<b>QTY</b>	<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	
6		Positron Gateway Shelf	
6		Positron CAMA Interface Module	
1		Positron Primary Backroom Server	
1		Positron Primary VoIP Soft Switch	
12		Positron Admin Interface Module	
4		24 Port Switch	
1		7' Viper IT Cabinet	
1		1-unit Keyboard/LCD/8-port KVM	
33		Backroom Positron Access License	
31		PBX Access License	
31		Positron VIPER Intergrated Automatic Call Distribution Agent	
1		VIPER Monitor	
2		48volt Power Supply, DC	
2		Power Supply (module only)	
1		Positron Backroom Server (secondary)	
1		Positron Soft Switch (secondary)	
31		Positron VIPER Enabling Kit	
2		Gateway Access License (per chassis)	
2		Gateway Chassis (single AC power supply)	



2	Gateway AC Power Supply
4	Gateway T1 Module 1 span
	<b>NETCLOCK TIME SYNC</b>
1	Netclock GPS Command Center Package
1	Ehernet Time Server
	<b>POWER 911 SOFTWARE</b>
31	Power 911 V5.1 Client Access License (CAL)
31	Power 911 Server Access License (SAL)
1	Power 911 Version 5.1 Media
31	Power 911 Add-on Recorder for Radio
1	Positron XDC V2.0 Server License File
31	Positron XDC V2.0 Client License File
31	IWS G2 Workstation- Configuration & Software
1	IWS G2 Object Server- Configuration & Software
1	IWS G2 Server- Configuraton & Software
	<b>POWER MAP SOFTWARE</b>
34	Power MAP 3.2 Standard License
32	Power MAP/Pictometry Interface
1	ESRI ArcGIS 9.? For editing ESRI Shape Files
	<b>POWER IWS HARDWARE</b>
32	IWS G2 Workstation Computer (no monitor)
31	Dual Video Card
1	IWS G2 Quad Video Card
32	1TB External Hard Disk/Pictometry
30	19" LCD Monitor (PMAP)
30	VGA Monitor Extension Cable
60	Keyboard/Mouse Extension Cable
30	PC Speakers Extension Cable
30	IWS External Keypad Model 623
1	IWS G2 Object Server Rack Mount
1	IWS G2 Server (16-30 position), Rack Mount
1	IWS G2 Server Tape Backup System
1	IWS G2 Server Redundant Disk Array (16-30 position)
8	IWS External Modem
1	IWS Communications Server for XDC, rackmount
1	IWS Serial Port Expansion (8-port)
1	Power MIS- G2 Advanced Server (16-30 position)
1	IWS G2 Server Redundant Disk Array
	<b>POWER MIS SOFTWARE</b>
1	Power MIS 4.0 Software & Documentation
4	Power MIS 4.0 Additional Client License
30	Power MIS 4.0 Data License
1	IWS G2 Server- Configuration & Software
1	Additional BackUpExec SQL Agent
	<b>SENTRY SYSTEM MONITOR &amp; MANAGEMENT</b>
31	License
4	Positron Sentry IWS Server Access License
8	Positron Sentry IP (SNMP) Client Access License
1	Sentry Server Console V2.0
	<b>PERIPHERAL HARDWARE</b>
1	Alarm Panel
1	Serial Printer
1	Laser Printer
1	Color Laser Printer

211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

<b>COVERAGE:</b>	24x7 FULL COVERAGE
<b>PRICE:</b>	\$35,325.00/quarter -or- \$141,300.00/year (incl. 5% annual pre-paid discount)

**VENDOR INFORMATION  
(ATTACH COPY OF W9 FORM)**

VENDOR NAME/ADDRESS: <i>Viper Communications, LLC</i>		FEIN/SS# <i>26-2047343</i>
MAKE P.O/VOUCHERS PAYABLE TO:		
CITY: <i>Little Ferry</i>	STATE: <i>NJ</i>	ZIP: <i>07643</i>
TEL#: <i>973-304-1581</i>	FAX#: <i>866-591-4593</i>	EMAIL: <i>jody@vipercommunications.com</i>
MAKE CHECK/S PAYABLE TO: <i>Viper Communications</i>		
CITY: <i>Little Ferry</i>	STATE: <i>NJ</i>	ZIP: <i>07643</i>
TEL#: <i>973-304-1581</i>	FAX#: <i>866-591-4593</i>	EMAIL: <i>jody@vipercommunications.com</i>
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: <i>Telecommunications</i>		CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINORITY VENDOR? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	REQUIRED FORM 1099? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
TYPE/CATEGORY: <i>Woman Owned</i>		
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON: <i>Jody Gonzales</i>		
SIGNATURE OF CONTACT/AUTHORIZED PERSON: <i>Jody Gonzales</i>		EMAIL: <i>jody@vipercommunications.com</i>
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER		
SIGNATURE OF EMPLOYEE:		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific  
 Instructions on page 2.

Name Viper Communications, LLC  
 Business name, if different from above

Check appropriate box:  Individual/  
 Sole proprietor  Corporation  Partnership  Other ▶ \_\_\_\_\_  Exempt from backup  
 withholding

Address (number, street, and apt. or suite no.) \_\_\_\_\_ Requester's name and address (optional) \_\_\_\_\_

City, state, and ZIP code 211-K Gates Road  
Little Ferry NJ 07643  
 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number  
 [Redacted]

or

Employer identification number  
 [Redacted]

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [Signature] Date ▶ 2/6/13

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions,
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
FILING CERTIFICATE (CERTIFIED COPY)

Corporation Name: VIPER COMMUNICATIONS LLC  
Business Id: 0400219081  
Certificate Number: 6000001213

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY, THAT THE ABOVE NAMED BUSINESS DID FILE AND RECORD IN THIS DEPARTMENT AN ORIGINAL CERIFICATE ON February 27, 2008 AND THAT THE ATTACHED IS A TRUE COPY OF THIS DOCUMENT AS THE SAME IS TAKEN FROM AND COMPARED WITH THE ORIGINAL(S) FILED IN THIS OFFICE AND NOW REMAINING ON FILE AND OF RECORD.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY  
HAND AND AFFIXED MY OFFICIAL SEAL AT  
TRENTON, THIS  
October 28, 2011 A.D.



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

Andrew P Sidamon - Eristoff  
State Treasurer

VERIFY THIS CERTIFICATE ONLINE AT  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

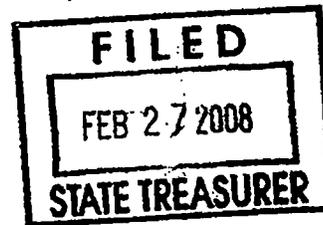
NEW JERSEY DEPARTMENT OF TREASURY  
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

VIPER COMMUNICATIONS LLC  
0400219081

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 02/27/2008 and was assigned identification number 0400219081. Following are the articles that constitute its original certificate.

1. **Name:**  
VIPER COMMUNICATIONS LLC
  2. **Registered Agent:**  
JODY GONZALES
  3. **Registered Office:**  
24 ALFRED WAY  
HOPATCONG, NJ 07843-1715
  4. **Business Purpose:**  
Telephones, Telecommunications Equipment
  5. **Effective Date of this filing is:**  
02/27/2008
  6. **Members/Managers:**  
JODY GONZALES  
24 ALFRED WAY  
HOPATCONG, NJ 07843  
NIGEL SKINNER  
WATERSIDE HOUSE  
CROSSALL STREET, MACCLESFIELD  
CHESHIRE, UK SK116XQ, NJ 07843-1715
  7. **Main Business Address:**  
116 WASHINGTON AVENUE  
HAWTHORNE, NJ 07506
- Signatures:**  
JODY GONZALES  
AUTHORIZED REPRESENTATIVE



Continued on next page ...

NEW JERSEY DEPARTMENT OF TREASURY  
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

VIPER COMMUNICATIONS LLC  
0400219081



Certificate Number: 111583840

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
28th day of February, 2008

R. David Rousseau  
Acting State Treasurer

## BUSINESS ENTITY DISCLOSURE CERTIFICATION

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

### Part I – Vendor Affirmation

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2005
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Mary Spinello for Council	Healy for Mayor 2009
Friends of Steve Lipski	

### 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
Jody Gonzales 51%	11 Barbara Lane Oakland, NJ 07643
Nigel Skinner 49%	Swanscoe Hall Ranow, Cheshire UK SK10 5SZ

### 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.

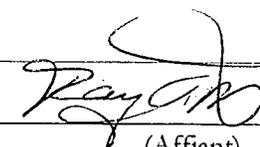
Name of Business Entity: **Viper Communications, LLC**

Signed: Jody Gonzales Title: President

Print Name: Jody Gonzales Date: 1/29/2013

Subscribed and sworn before me this 6 day of FEBRUARY, 2013

**Roy A Barrantes**  
Notary Public  
New Jersey  
My Commission Expires 8-05-15

  
(Affiant)

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

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

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

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

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

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

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

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

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

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

**Temporary and Executing**

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

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

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

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

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

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

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

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

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

# BUSINESS ENTITY DISCLOSURE CERTIFICATION

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

## Part I – Vendor Affirmation

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

|                                        |                                        |
|----------------------------------------|----------------------------------------|
| Mariano Vega, Jr. Election Fund        | Gaughan Election Fund 2005             |
| Friends of Peter Brennan Election Fund | Steven Fulop for Jersey City Inc.      |
| Committee to Elect Willie Flood        | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano           |                                        |
| Friends of Mary Spinello for Council   | Healy for Mayor 2009                   |
| Friends of Steve Lipski                |                                        |

## 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                                 |
|------------------------------|----------------------------------------------|
| Jody Gonzales 51%            | 11 Barbara Lane Oakland, NJ 07643            |
| Nigel Skinner 49%            | Swanscoe Hall<br>Ranow, Cheshire UK SK10 5SZ |
|                              |                                              |
|                              |                                              |
|                              |                                              |
|                              |                                              |
|                              |                                              |
|                              |                                              |

## 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: **Viper Communications, LLC**

Signed: Jody Gonzales Title: President

Print Name: Jody Gonzales Date: 1/29/2013

Subscribed and sworn before me this 6 day of

FEBRUARY, 2013

**Roy A Barrantes**  
Notary Public  
New Jersey  
My Commission Expires 8-05-15

My Commission expires:

Jody Gonzales  
(Affiant)

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

**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>

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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...

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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)

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

PART II - Signature and Attestation:

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

Name of Business Entity: Viper Communications, LLC

Signed Jody Gonzales Title: President

Print Name Jody Gonzales Date: 2/6/13

Subscribed and sworn before me this 6 day of FEB., 2013.  
[Signature]  
(Affiant)

My Commission expires: \_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

**Roy A Barrantes  
Notary Public  
New Jersey  
My Commission Expires 8-05-15**

\*\*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.

**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 Viper Communications, LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 1/2013 (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 Viper Communications, LLC (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: Viper Communications, LLC

Signed Jody Gonzales Title: President

Print Name Jody Gonzales Date: 1/29/2013

Subscribed and sworn before me  
this 6 day of FEB, 2013.  
[Signature]  
(Affiant)

My Commission expires:

**Roy A Barrantes  
Notary Public  
New Jersey  
My Commission Expires 8-05-15**

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

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

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am \_\_\_\_\_

of the firm of \_\_\_\_\_

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) \_\_\_\_\_

*Jody Gonzalez*

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

6TH DAY FEBRUARY OF 20 13

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

*Roy A Barrantes*

**Roy A Barrantes**  
**Notary Public**  
**New Jersey**  
**My Commission Expires 8-05-15**

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

NEW JERSEY DEPARTMENT OF TREASURY  
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

VIPER COMMUNICATIONS LLC  
0400219081



Certificate Number: 111583840

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
28th day of February, 2008

R. David Rousseau  
Acting State Treasurer

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
FILING CERTIFICATE (CERTIFIED COPY)

Corporation Name: VIPER COMMUNICATIONS LLC  
Business Id: 0400219081  
Certificate Number: 6000001213

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY, THAT THE ABOVE NAMED BUSINESS DID FILE AND RECORD IN THIS DEPARTMENT AN ORIGINAL CERIFICATE ON February 27, 2008 AND THAT THE ATTACHED IS A TRUE COPY OF THIS DOCUMENT AS THE SAME IS TAKEN FROM AND COMPARED WITH THE ORIGINAL(S) FILED IN THIS OFFICE AND NOW REMAINING ON FILE AND OF RECORD.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY  
HAND AND AFFIXED MY OFFICIAL SEAL AT  
TRENTON, THIS  
October 28, 2011 A.D.



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

Andrew P Sidamon - Eristoff  
State Treasurer

VERIFY THIS CERTIFICATE ONLINE AT

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

NEW JERSEY DEPARTMENT OF TREASURY  
DIVISION OF REVENUE

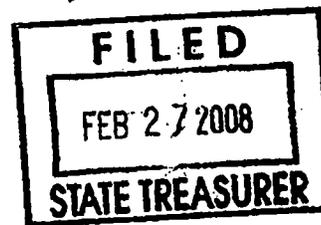
CERTIFICATE OF FORMATION

VIPER COMMUNICATIONS LLC  
0400219081

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 02/27/2008 and was assigned identification number 0400219081. Following are the articles that constitute its original certificate.

1. **Name:**  
VIPER COMMUNICATIONS LLC
2. **Registered Agent:**  
JODY GONZALES
3. **Registered Office:**  
24 ALFRED WAY  
HOPATCONG, NJ 07843-1715
4. **Business Purpose:**  
Telephones, Telecommunications Equipment
5. **Effective Date of this filing is:**  
02/27/2008
6. **Members/Managers:**  
JODY GONZALES  
24 ALFRED WAY  
HOPATCONG, NJ 07843  
NIGEL SKINNER  
WATERSIDE HOUSE  
CROSSALL STREET, MACCLESFIELD  
CHESHIRE, UK SK116XQ, NJ 07843-1715
7. **Main Business Address:**  
116 WASHINGTON AVENUE  
HAWTHORNE, NJ 07506

**Signatures:**  
JODY GONZALES  
AUTHORIZED REPRESENTATIVE



Continued on next page ...

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

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

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

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

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

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

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

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

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

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

The contractor and the President of Viper Communications, LLC (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: Jody Gonzales  
Representative's Signature: Jody Gonzales  
Name of Company: Viper Communications, LLC  
Tel. No.: 973 304 1581 Date: 1/28/13

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Viper Communication J. LLC  
211-K Gates Road Little Ferry, NJ 07643

SIGNATURE: Jody Gonzales DATE: 1/28/13

PRINT NAME: Jody Gonzales TITLE: President

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

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

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

Business Name : Viper Communications, LLC  
Address : 211-K Gates Road Little Ferry, NJ 07643  
Telephone No. : (973) 304-1581  
Contact Name : Jody Gonzales

Please check applicable category :

- |  |   |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE)         | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input checked="" type="checkbox"/> Woman Owned business (WBE) | <input 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 : Viper Communications, LLC  
Address : 211-K Gates Road Little Ferry NJ  
Telephone No. : (973) 304-1581 J 07643  
Contact Name : Jody Gonzalez

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input checked="" type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY  12	
4. COMPANY NAME Viper Communications, LLC						
5. STREET 211-K Gates Road		CITY Little Ferry	COUNTY Bergen	STATE NJ	ZIP CODE 07643	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER						
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <input type="text" value="1"/>						
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input type="text" value="8"/>						
10. PUBLIC AGENCY AWARDED CONTRACT						
Jersey City Police		CITY Jersey City	COUNTY Hudson	STATE NJ	ZIP CODE 07306	
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 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.		
Officials/ Managers	2	1	1	1											1
Professionals															
Technicians	1	1							1						
Sales Workers	5	2	3						2						3
Office & Clerical	2		2												2
Craftworkers (Skilled)	1	1		1											
Operatives (Semi-skilled)	1	1							1						
Laborers (Unskilled)															
Service Workers															
TOTAL	12	6	6	2					4						6
Total employment From previous Report (if any)															
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <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?  1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>		15. IF NO, DATE LAST REPORT SUBMITTED  MO. DAY YEAR	
13. DATES OF PAYROLL PERIOD USED From: 1/7/2013 To: 1/21/2013					

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Jody Gonzales		SIGNATURE 		TITLE President		DATE MO DAY YEAR 1 29 2013	
17. ADDRESS NO. & STREET 211-K Gates Road		CITY Little Ferry	COUNTY Bergen	STATE NJ	ZIP CODE 07643	PHONE (AREA CODE, NO., EXTENSION) 973 - 304 - 1581	



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** VIPER COMMUNICATIONS LLC

**Trade Name:**

**Address:** 116 WASHINGTON AVENUE  
HAWTHORNE, NJ 07506-1346

**Certificate Number:** 1392168

**Effective Date:** February 27, 2008

**Date of Issuance:** January 29, 2013

**For Office Use Only:**

20130129112517818

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

City Clerk File No. Res. 13-337

Agenda No. 10.0

Approved: MAY 08 2013

TITLE:



## RESOLUTION AUTHORIZING AN AGREEMENT WITH CIVIL SOLUTIONS TO PERFORM DIGITAL TAX MAP MAINTENANCE

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

**WHEREAS**, on May 8, 2009, the State of New Jersey Department of Treasury, Division of Taxation formally accepted and certified the official tax maps of the City of Jersey City (City); and

**WHEREAS**, the certified tax maps will be maintained in digital format as opposed to paper or mylar copies; and

**WHEREAS**, due to the complexity and size of the tax map project, the certified maps reflect data up to October 2006; and

**WHEREAS**, the digital tax maps need to be updated and maintained in order to preserve their usefulness and to protect the City's investment in their creation; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)(d) authorizes the City to award a contract without public advertising for bids if the contract is for the furnishing of tax maps; and

**WHEREAS**, the City of Jersey City received one quotation from Civil Solutions; and

**WHEREAS**, the proposal submitted by Civil Solutions in the amount of \$110,170.00 was judged to best meet the City's needs; and

**WHEREAS**, Civil Solutions has agreed to provide services a total sum not to exceed \$110,170.00 ; in the manner specified by the Department of Administration; and

**WHEREAS**, the City Purchasing Agent 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 Business Administrator has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.4 et seq. Civil Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Civil Solutions has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit the Civil Solutions from making any reportable contributions through the term of the contract; and

City Clerk File No. Res. 13-337

Agenda No. 10.0

TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH CIVIL SOLUTIONS TO PERFORM DIGITAL TAX MAP MAINTENANCE**

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

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

**WHEREAS**, Civil Solutions has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

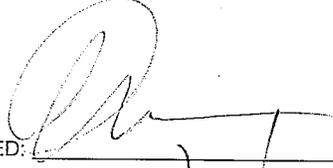
**WHEREAS**, funds in the amount of \$5,000.00 are available in Account No. 13-01-201-20-150-312.

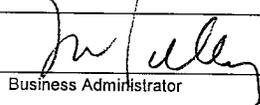
**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement, in substantially the form of the attached, with Civil Solutions for providing maintenance in a digital format of the City's tax maps for a total contract amount not to exceed \$110,170.00;
2. The contract term shall be January 1, 2013 thru December 31, 2013 commencing on the date the contract is executed by City officials;
3. This agreement is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(d);
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 2011 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2013 permanent budget;
5. The award of this agreement shall be subject to the condition that Civil Solutions provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and
7. Upon certification by an official of employee of the City authorized to receive the material pursuant to the contact, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A 40A:5-1 et seq.

1. Doreen Mauer Mauer, Chief Financial Officer, certify that funds in the amount of \$5000.00 are available in Account No. 13-01-201-20-150-312

PO number: 108605

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required

Not Required

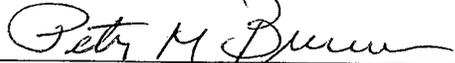
**APPROVED 7-0**

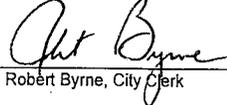
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk



December 11, 2012

Mr. John Mercer  
City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

Re: City of Jersey City  
Tax Map Maintenance Proposal  
ARH #2012.0626

John:

Thank you for the opportunity to submit this price quotation for your review. We developed the scope, schedule and pricing from our previous maintenance work with your Tax Map, our discussions with the City, and our experience with other similar municipalities.

Simplifying GIS  
through Innovation

---

Maintaining a municipal Tax Map falls under the statutory requirements of N.J.A.C. 18:23A-1.1(a)10. The State requires the seal, signature, and license number of the New Jersey Licensed Land Surveyor revising the tax map to be affixed under the following certification:

Geospatial System Design  
Systems Integration  
Application Development  
Digital Mapping  
Database Administration  
.NET & Java Coding  
ArcGIS Server Support  
Software & Training  
Technical Support

---

*"I hereby certify that this map has been revised under my immediate supervision, and complies with the laws of the State of New Jersey"*

Civil Solutions currently has on staff eight (8) licensed Land Surveyors, three of whom are among the owners of the firm. In this respect we are eminently prepared and qualified to perform the tasks required. We will designate a Surveyor of Record for the City's Tax Map to comply with the State's regulations.

850 S. White Horse Pike  
P.O. Box 579  
Hammononton, NJ  
08037-2019  
Tel (800) 924-0482  
Fax (609) 704-8011

After a diligent and thorough evaluation of this project and its intended objectives, and after giving careful consideration to the potential obstacles and challenges that lie before us, we believe the proposal that we are submitting is both practical and cost effective. I hope you agree.

[www.civilsolutions.biz](http://www.civilsolutions.biz)

---

Sincerely,

Donald A Smith III  
Production Manager

Serving New Jersey's  
GIS Community from:

Hammononton, NJ  
Newark, NJ

---

Enclosures

cc: Richard Rehmann, VP  
Charles Atkinson, PLS

DAS/ds  
w:\proposals\arh\2012\0626\p\_2013 tax map & gis maintenance.docx



## **Proposal for Tax Map Maintenance**

### **City of Jersey City**

#2012.0626

#### Background

Civil Solutions, a division of ARH, provided consulting and quality control services during the development of a State certified Tax Map for the City of Jersey City. That map was certified by the State in 2009 and showed conditions as of October 2006. The project included changes to the block and lot numbering and the establishment of cadastral, planimetric and topographic GIS layers. Since the Tax Map's date of last revision, there have been numerous updates to the tax assessment records that have not yet been incorporated in the approved Tax Map. This proposal presents our strategy to bring the Tax Map current with the City's tax assessment data (MOD IV), remedy latent issues now discovered with the map, and restart the City's Enterprise GIS. There are a number of issues involved with that process, and we will diligently execute our plan, adjusting where needed to account for new issues, concerns and revelations.

The work proposed is a professional service governed by N.J.A.C. 18:23A-1.1(a)10. We will comply with these regulations and meet the standards of practice for Tax Mapping. *All work will be supervised by a NJ Professional Land Surveyor.*

The City's GIS parcels are a digital representation of the City's Tax Map. Thus, the changes to the GIS are directly reliant on the Tax Map. It is essential that changes to the Tax Map are documented and passed through to the GIS on a regular and reliable basis. The users of the GIS, both internal and external to the City, consume the data with the expectation that it is correct, current, and complete. Civil Solutions will ensure that this process occurs.

#### Technical Scope

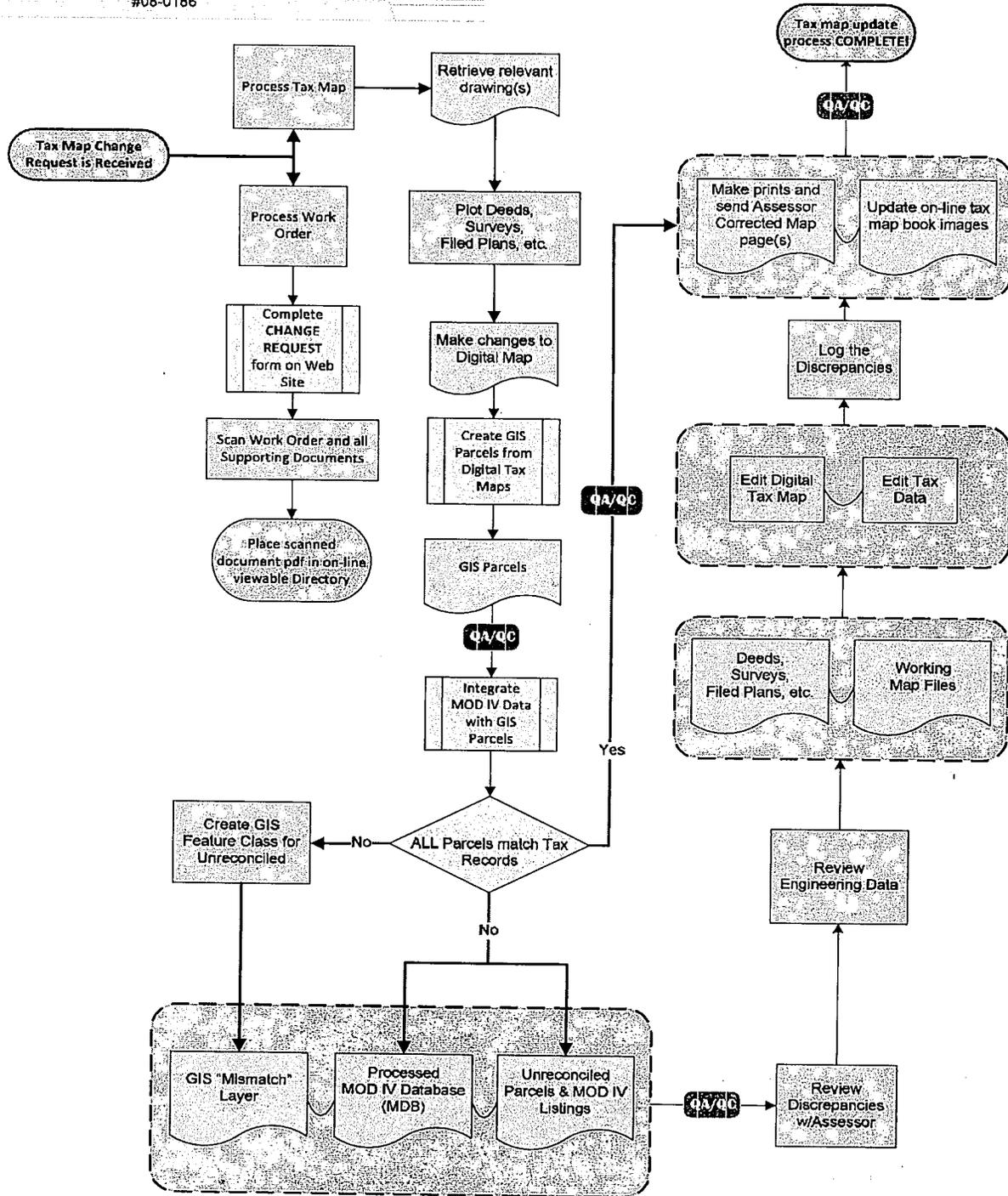
The City's Tax Map is managed by the Tax Assessor with the assistance of the City Engineer. Relevant records are held by each, and we recognize that there is a level of coordination required for the successful implementation of our proposed project.

Our immediate goal is to get the digital tax map synchronized with the tax assessment data. We need to establish a baseline from which changes can be evaluated and made. I want to stress that we are not discounting the information managed by Engineering or provided by the tax map development firm. In past projects, we have gained significant clarity by establishing the tax assessment baseline first.

The next page illustrates a flow chart process for our work which is described in more detail in the following pages.



**City of Jersey City**  
**Tax Map Maintenance Process**  
#08-0186





The flow chart illustrates the methodology Civil Solutions has developed, refined, adopted, and applies to all of our tax map maintenance projects (currently 39). Our systematic process has an explicit start point and proceeds step by step to the finished task. Here is a brief explanation of the steps we perform.

**1) Establish a Firm Starting Point**

- a) Create GIS parcels from the digital tax maps
- b) Integrate the current tax data with the GIS parcels

**2) Tax Data Reconciliation**

- a) Produce a tax map to tax data unreconciled listing
  - i) Review listing with the Tax Assessor
- b) Make changes as necessary to the digital tax map
- c) Make changes as necessary to the tax assessment data (*requires Tax Assessor effort to complete*)
- d) Document changes

**3) Review Engineering Data**

- a) Document and gather relevant source information from Engineering
- b) Document Changes Based on Engineering data

**4) Establish a Tax Map Maintenance Protocol**

- a) Based on current processes, augmented for digital mapping and GIS
- b) Implement Tax Map Change Request Form
- c) Utilize work order-type system for documentation
- d) Cyclic Verification
  - i) Create GIS parcels from the revised digital tax maps
  - ii) Integrate the new, current tax data with the GIS parcels
  - iii) Verify matching is maintained

The outline above is general, covering the critical path items. The following bullets provide additional explanation for our production method

- **Source Documents.** Civil Solutions recommends a controlled and written procedure for source document collection related to any data maintenance effort. The sources may include deeds, filed plans, surveys, tax map mark-ups, MOD IV records, and general notes. Each source will be associated with a particular action.



- **Map Modifications.** Each map modification requested by the City and documented with the appropriate supporting materials will be made through our internal production work order system. Each action will be tracked in a digital form and thus can be searched and viewed if needed. With the volume of mapping that we perform, our work order system certainly helps maintain order, schedules, and quality.

Our digital, web-based work order management system facilitates the entire tax map change process. Establishing each work order starts the tracking process. The documentation of each change, as well as the corresponding sources, ensures a complete set of resources for each modification. The work order listing gives everyone a complete view of the change status and history in real time. Finally, the correlation of each change request to the sources and final map products documents each action and is searchable for future investigations. Civil Solutions offers to make our work order management system available to the City to enhance the communication and management of the entire process.

We have developed a "Tax Map Change Request Form" which has proven to be effective both to document the actions to be performed and explain why an action was performed. A sample of our *Internet accessible* "Change Request" is shown below.

**JERSEY CITY COLLABORATION CENTER**

Home | My Account | Change Request | Billing Statement | Reports | Help/FAQ | 311 | Tax Parcels | GIS | GIS Feedback | Contacts

**Tax Map Change Request Form**

Requester: JAMES COY  
View: 2011  
Parcel Number: 12-005  
Date: 11/11/2011  
Old Map Page: [ ]  
New Map Page: [ ]  
Old Block: [ ]  
Old Lot: [ ]  
New Block: [ ]  
New Lot: [ ]  
Requested By: [ ]  
Type of Change: [ ]  
Parcel Number: [ ]  
Date Book: [ ]  
Sheet Page: [ ]  
Review: [ ]  
Notion/Description: [ ]  
Verification Code: [ ]

**Type of Change**

- Block Addition
- Block Modification
- Lot Line Adjustment
- Street Vacation
- Zone Adjustment
- Zoning Line
- Zoning
- Create/Update
- Parcel Number Change
- Other
- Create



Once the form is filled out and sent to us with supporting documentation we begin our process. The form can be delivered either digitally over the Internet, or it can be sent hardcopy via fax, mail, or Civil Solutions courier. It is not always possible to provide source documentation such as subdivision maps electronically or by fax in which case physical means must be employed.

We anticipate receiving the initial backlog of source documents from the City's Tax Assessor in bulk format. We will enter each "Work Order" into the system as we process the work, saving the City time and getting our production crew working as quickly as possible. We will provide a transfer mechanism (most likely courier) for these initial documents at a frequency acceptable to the City. We assume that all source documents are available to us at no cost.

Subsequent individual requests for map changes would be received as they are issued using our standard form. It is our understanding that only map change transactions will be supplied to Civil Solutions.

Map modifications made through our standard methodology will be processed to directly update the City's GIS parcel layer and other related cadastral data. The new data will then be correlated with the City's current MOD IV tax assessment data, producing a reconciliation listing for subsequent QC review.

- π **Quality Control.** Quality Control (QC) is carried out through both peer and manager level reviews forming a redundant cycle to ensure the highest level of quality. Additional QC will be performed during the GIS parcel updates and subsequent tax data integration steps. We envision a significant level of interaction with the City personnel throughout the project which will enhance the overall project QC.
- π **Map & Data Transfer.** Each map will be stored in digital format and made available to the City through our FTP server, as well as supplied on CD-ROM at the end of the project. Each map will be stored in both PDF image and AutoCAD DWG format. Civil Solutions will make the files available to the City at their request. In addition, we will allow the City direct and real time access to the PDF files of each tax map through our Internet-based work order management system.

Once a tax map maintenance agreement is reached, Civil Solutions will establish a Tax Map Maintenance access page for the City. The page will be accessible to any authorized Jersey City employee on a 24 hour a day, seven day a week basis, with the exception of normal maintenance. The entry portal page for the site will look similar to the one shown on the following page.



**JERSEY CITY COLLABORATION CENTER** **Civil Solutions**  
a Division of **ESRI**

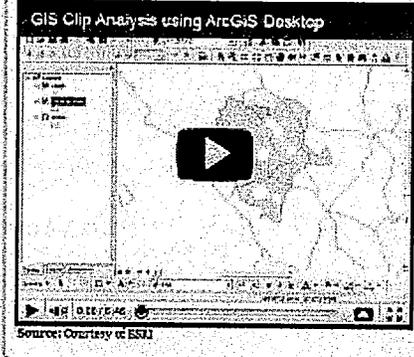
Welcome [Maps & Data](#) [Change Request](#) [Billing Summary](#) [Reports](#) [Map Viewer](#) [IDV](#) [Tax Records](#) [eSOL](#) [Other Resources](#) [Contact Us](#)

**BULLETIN**  
Tuesday, April 05, 2011

- **Digital Tax Maps:** New sheets have been added for review.
- **eSOL:** Check out the new tab eSOL to review the weekly match report!
- **Other Resources:** A link to download the IDV help document added.

**Tip of the Day:**

**GIS Clip Analysis using ArcGIS Desktop**



Source: Courtesy of ESRI

Some of the major features are listed in the center of the page as shown above. Each underscored item on the entry page is hyperlinked to take one to a specific application page.

Clicking on the Change Request hyperlink will bring up the change request form shown on page 5.

Clicking on the Billing Summary hyperlink will bring up a page showing a historical listing of individual Work Order requests. Each work order line in the listing is hyperlinked to an image of the specific work order, as well as to an image of the Tax Map that it references.





Clicking on the Maps & Data hyperlink will bring up a page showing a selection of maps and forms that can also be accessed by selecting the indicated hyperlink.

The screenshot shows the 'JERSEY CITY COLLABORATION CENTER' website. The main navigation menu includes: Welcome, Maps & Data, Change Request, Billing Summary, Reports, Map Viewer, ID, Tax Records, GIS, Data Resources, and Contact Us. The 'Maps & Data' section is active, displaying 'Maps and Data Depot View'. Below the navigation is a search bar and a table of tax maps.

Maps	Description	Preview	Last Modified Time
<a href="#">View</a>	2009 Tax Mapbook: Current set of tax maps approved by the State		09-Dec-2009 16:14:56
<a href="#">View</a>	2005 Tax Mapbook: 2005 Set of Tax Maps		09-Dec-2009 16:15:47

\* All Times are in EDT

Additional hyperlinks shown perform similar actions with some of them actually linking to remote web pages. The page for Jersey City can be customized to perform many of the routing internet queries done on a day to day basis.

### Project Schedule

Civil Solutions has extended a large effort into the strategy and scheduling of the proposed project. We have developed a scope that meets the immediate goals of the City while addressing longer-term GIS issues – *leading to very practical and cost effective approach*. Based on our intimate knowledge of Tax Mapping projects, GIS projects, and projects that combine *both* tax mapping and GIS production, we have anticipated the levels of effort required for the proposed project, assigned the proper personnel, and provided relevant costing.

Civil Solutions will dedicate the resources required to perform the City's Tax Map maintenance through the **end of December 2013 (FY2013)**. We will complete the edits on a monthly cycle, providing immediate access to the modified digital files through our FTP site.



## Cost Estimate

Civil Solutions continually invests in its human resources and technological capabilities to develop production protocols that improve efficiencies, reduce overall project schedules, maintain product quality, and minimize project costs. We strive to provide a solid foundation for our clients' tax mapping and GIS implementations. As our clients build their cadastral framework, we hope to develop our relationships with them as a consultant and resource, not simply a data provider.

The City's project involves three hundred five (305) tax map sheets and two hundred thirty three (233) detail sheets and six (6) key maps. The current digital tax map reflects conditions as of December 2012. We assume that the number of annual changes for 2012 will not exceed sixty (60) per month.

Civil Solutions developed its pricing on a task-by-task basis, referencing these parameters and our experience with similar projects. The following table provides the project costing breakdown:

<b>Item</b>	<b>PLS</b>	<b>SR TECH</b>	<b>Subtotal</b>
Tax Map Reconciliation			
Tax Map & MOD IV reconciliation	14	208	\$15,060.00
Complete Tax Map Edits (Coordination with City)	68	1,038	\$74,950.00
GIS Production Tasks			
Update Existing Cadastral Layers	19	278	\$20,160.00
<b>Project Totals:</b>	<b>101</b>	<b>1,524</b>	<b>\$ 110,170</b>

Civil Solutions will perform the work as described on an hourly basis not to exceed **\$110,170.00**. We will invoice the City on a monthly basis for the work completed over the work period. Our pricing was developed assuming payment of our monthly invoices within 30 days of submittal and City approval.

Additionally we understand the amount of change that is ongoing in the City. In the event that we need to exceed the contract limit, we are including a monthly overage cost reflecting 60 work order changes per month. This cost would be **\$9,180.00**.

(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))

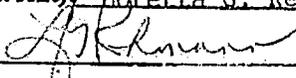
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish 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): Loretta G. Rehmann, Secretary

Representative's Signature: 

Name of Company: Civil Solutions, a division of ARH Assoc. Inc.

Tel. No.: 800-924-0482 Date: January 2, 2013

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

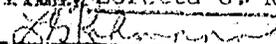
The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs,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

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

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

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

Representative's Name/Title (Print): Loretta G. Rehmann, Secretary

Representative's Signature: 

Name of Company: Civil Solutions, a division of ARH Assoc.

Tel. No.: 800-924-0482

Date: January 2, 2013

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

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

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

**Business Name :** Civil Solutions, a division of Adams, Rehmann and Heggan Assoc.

**Address :** PO Box 579 Hammonton, NJ 08037

**Telephone No. :** 800-924-0482

**Contact Name :** Loretta G. Rehmann

**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.

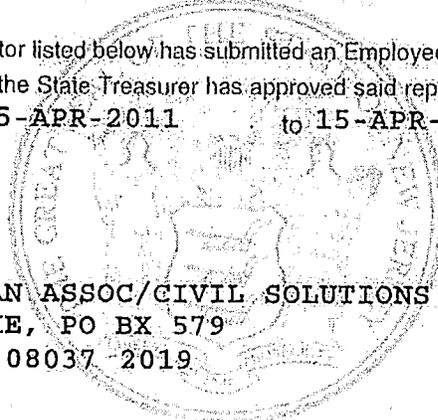
**Woman Business Enterprise**

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.

**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-APR-2011 to 15-APR-2014

**ADAMS, REHMANN & HEGGAN ASSOC/CIVIL SOLUTIONS**  
**850 S. WHITE HORSE PIKE, PO BX 579**  
**HAMMONTON NJ 08037-2019**

  
  
Andrew P. Sidamon-Eristoff  
State Treasurer

01/18/05

Taxpayer Identification# 222-049-623/000

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)292-1730.

I wish you continued success in your business endeavors.

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. 08646-0252

TAXPAYER NAME:

ADAMS, REHMANN AND HEGGAN ASSOCIATES, IN

TRADE NAME:

CIVIL SOLUTIONS

ADDRESS:

850 S WHITE HORSE PIKE  
HAMMONTON NJ 08037-2019

SEQUENCE NUMBER:

0066374

EFFECTIVE DATE:

07/09/74

ISSUANCE DATE:

01/18/05

*John E. Tully*  
Director

FORM-BRC(08-01)

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

**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

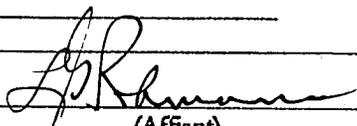
Name of Stock or Shareholder	Home Address
SEE ATTACHED	SEE ATTACHED

**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: Civil Solutions, a division of Adams, Rehmann & Heggan Assoc.

Signed: [Signature] Title: President  
Print Name: Richard Rehmann Date: 1/11/13

Subscribed and sworn before me this <u>11</u> day of January, 20 <u>13</u> <u>[Signature]</u> My Commission expires: Gina Mertis	 (Affiant) Loretta Rehmann, Secretary/Treasurer (Print name & title of affiant) (Corporate Seal)
--	---

GINA M. MERTIS  
 A NOTARY PUBLIC OF NEW JERSEY  
 MY COMMISSION EXPIRES 7/21/14



**Civil Solutions**  
a division of **arh**

**OWNERSHIP DISCLOSURE**

**Civil Solutions**  
*a division of*  
**Adams, Rehmann & Heggan Assoc., Inc.**

<u>Name</u>	<u>Home Address</u>	<u>Office</u>	<u>% Ownership</u>
Chris R. Rehmann	150 Golden Eagle Drive Hammonton, NJ 08037	Chairman of the Board	20%
Richard S. Rehmann	875 Central Avenue Hammonton, NJ 08037	President	55%
Richard A. Heggan	9 Moss View Lane Hammonton, NJ 08037	Vice President	15%
Robert R. Heggan	10 Spruce Drive Medford, NJ 08055	Vice President	10%

*n:\admin\financial certs & disclosures\ownership disclosure-civil 2012.docx*

850 south white horse pike, po box 579, hammonton, nj 08037-2019

tel. (800) 924-0482

fax. (609) 704-8011

[www.civilsolutions.biz](http://www.civilsolutions.biz)



**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 Richard Rehmann (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding January 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 Civil Solutions, a division of ARH (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: Civil Solutions, a division of Adams, Rehmann & Heggan Associates

Signed [Signature] Title: President

Print Name Richard Rehmann Date: 1/11/13

Subscribed and sworn before me  
this 11 day of January 2013

My Commission expires:  
Gina Mertis, Secretary

[Signature]  
(Affiant)  
Loretta Rehmann, Secretary/Treasurer  
(Print name & title of affiant) (Corporate Seal)

[Signature]  
GINA M. MERTIS  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 7/21/14

**\*\*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
SEE ATTACHED	SEE ATTACHED

**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: Civil Solutions, a division of Adams, Rehmann & Heggan Assoc.

Signed: [Signature] Title: President

Print Name: Richard Rehmann Date: 1/11/13

Subscribed and sworn before me this 11 day of January, 2013

My Commission expires:

Gina Mertis

[Signature]  
(Affiant)

Loretta Rehmann, Secretary/Treasurer  
(Print name & title of affiant) (Corporate Seal)

GINA M. MERTIS  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 7/21/14



**Civil Solutions**  
a division of **arh**

**OWNERSHIP DISCLOSURE**

**Civil Solutions**  
*a division of*  
**Adams, Rehmann & Heggan Assoc., Inc.**

<u>Name</u>	<u>Home Address</u>	<u>Office</u>	<u>% Ownership</u>
Chris R. Rehmann	150 Golden Eagle Drive Hammonton, NJ 08037	Chairman of the Board	20%
Richard S. Rehmann	875 Central Avenue Hammonton, NJ 08037	President	55%
Richard A. Heggan	9 Moss View Lane Hammonton, NJ 08037	Vice President	15%
Robert R. Heggan	10 Spruce Drive Medford, NJ 08055	Vice President	10%

n:\admin\financial certis & disclosures\ownership disclosure-civil 2012.docx

850 south white horse pike, po box 579, hammonton, nj 08037-2019

tel. (800) 924-0482

fax (609) 704-8011

[www.civilsolutions.biz](http://www.civilsolutions.biz)



**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 Richard Rehmann (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 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 Civil Solutions, a division of ARH (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: Civil Solutions, a division of Adams, Rehmann & Heggan Associates

Signed: [Signature] Title: President

Print Name: Richard Rehmann Date: 1/11/13

Subscribed and sworn before me  
this 11 day of January 2013  
My Commission expires:

Gina Mertis, Secretary

[Signature]  
(Affiant)  
Loretta Rehmann, Secretary/Treasurer  
(Print name & title of affiant) (Corporate Seal)

[Signature]  
GINA M. MERTIS  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 7/21/14

**\*\*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. 13-338

Agenda No. 10.P

Approved: MAY 08 2013

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
DELL FINANCIAL SERVICES FOR FINAL PAYMENTS FOR  
LEASED PC'S ACQUIRED UNDER THE FOUR YEAR  
LEASE CONTRACT AWARDED BY THE CITY,  
SEPTEMBER 11, 2007**



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

**WHEREAS**, funds must be allocated to pay the remaining lease costs for PC's acquired from Dell Financial Services, via Resolution 07-716 dated September 11, 2007; and

**WHEREAS**, the lease terms for these old leased PC's ended during the period from June 4, 2012 to February 18, 2013; and

**WHEREAS**, the City has been paying for the old leased PC's on a month-to-month basis until a new lease contract could be awarded and replacement PC's acquired; and

**WHEREAS**, the anticipated amount for these final payments is \$40,000; and

**WHEREAS**, funds are available in the amount of \$40,000.00 in Acct. No. 1-201-20-140-316

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

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

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

**WHEREAS**, **DELL FINANCIAL SERVICES** has submitted its Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

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

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **DELL FINANCIAL SERVICES** be accepted and that a contract be awarded to said company in the amount of \$40,000, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

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

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

City Clerk File No. Res. 13-338

Agenda No. 10.P MAY 08 2013

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH DELL FINANCIAL SERVICES FOR FINAL PAYMENTS FOR LEASED PC'S ACQUIRED UNDER THE FOUR YEAR LEASE CONTRACT AWARDED BY THE CITY, SEPTEMBER 11, 2007**

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

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

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

**BE IT FURTHER RESOLVED**, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2013 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2013 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-316** for payment of the above Resolution.

Requisition No. 0161773

Purchase Order No. 109686

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

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Assj. Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.8.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			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

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

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
DELL FINANCIAL SERVICES FOR FINAL PAYMENTS FOR  
LEASED PC'S ACQUIRED UNDER THE FOUR YEAR  
LEASE CONTRACT AWARDED BY THE CITY,  
SEPTEMBER 11, 2007**

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

**ROBERT MAGRO, IT DIRECTOR**

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

**FINAL LEASE PAYMENTS FOR PC'S ACQUIRED UNDER A FOUR YEAR  
LEASE AGREEMENT WITH DELL.  
CONTRACT AWARDED 9-11-07, RES. 07-716.**

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

**FUNDS MUST BE ENCUMBERED TO PAY MONTH-TO-MONTH LEASE  
COSTS FOR LEASED PC'S, PER THE CITY'S CONTRACTUAL OBLIGATION  
WITH DELL FINANCIAL SERVICES.**

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

**UNINTERRUPTED OPERATION OF COMPUTER SYSTEMS SUPPORTING  
CITY AGENCIES SERVING CONSTITUENTS.**

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

**\$40,000.00**

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

**JANUARY 1, 2013**

**8. Anticipated Completion Date:**

**DECEMBER 31, 2013**

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

**ROBERT MAGRO, DIRECTOR, IT DIVISION**

**I certify that all the facts presented herein are accurate.**



**Signature of Department Director**

4-12-13

**Date**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DELL FINANCIAL SERVICES LLC  
**Trade Name:**  
**Address:** ONE DELL WAY  
ROUND ROCK, TX 78682  
**Certificate Number:** 1748044  
**Effective Date:** October 12, 2012  
**Date of Issuance:** April 15, 2013

**For Office Use Only:**  
20130415111334926

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

City Clerk File No. Res. 07-716

Agenda No. 10.7.9

Approved: SEP 11 2007

TITLE:

**RESOLUTION AWARDING AN OPEN-END CONTRACT TO DELL MARKETING, LP., FOR THE LEASING OF DESKTOP COMPUTERS**



COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Agent acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract to lease desktop computers; and

WHEREAS, on May 2, 2007, the City of Jersey City (City) received bids from Hewlett Packard Company and Dell Marketing, LP; and

WHEREAS, Hewlett Packard Company's bid was nonresponsive to the omission of the mandatory Business Registration Certificate; and

WHEREAS, the contract was bid an open-end contract to lease desktop computers for a 4 year period to a maximum of 1000 PCs; and

WHEREAS, Dell Marketing, LP. submitted a bid with a lease factor of .02641 or annual lease payments of \$221,030.00; and

WHEREAS, the Purchasing Agent has certified that he considers the bid submitted by Compaq Computer Corp. to be fair and reasonable; and

WHEREAS, funds in the amount of \$50,000.00 are available in Account No. 08-01-201-20-140-316; and

WHEREAS; the balance of the contracts will be made available as orders are placed;

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

- 1) The above recitals are incorporated herein by reference; and
- 2) The Mayor or Business Administrator is authorized to execute an agreement with Dell Marketing, LP., for the leasing of desktop computers; and
- 3) This contract is awarded as an open-end contract for a total lease term not to exceed 4 years; and
- 4) At the end of this contract, if a new lease is not in place, the City will have the option to continue leasing on a month-to-month basis for a period not to exceed 6 months; and
- 5) The Chief Financial Officer shall prepare and execute certificates of available funds as order are placed during the contract term; and
- 6) The award of this contract is subject to the availability and appropriation annually of sufficient funds to meet the extended obligation; and

**RESOLUTION AWARDING AN OPEN-END CONTRACT TO DELL  
 MARKETING, LP., FOR THE LEASING OF DESKTOP COMPUTERS**

- 7) Upon certification by an official or employee of the city authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met; then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 8) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

*Donna Maurer* (Donna Maurer), Chief Financial Officer, certify that funds in the amount of \$50,000 are available in Account No. 08-01-201-20-140-316

PO Number: 88659

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

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/11/07											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	ABSENT			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	ABSENT		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.  
*[Signature]* Mariano Vega, Jr., President of Council *[Signature]* Robert Byrne, City Clerk























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

### Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Dell, Inc.	One Dell Way Round Rock TX 78682

### 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: Dell Financial Services L.L.C.

Signed: Tina Spanhak Title: Proposals Manager

Print Name: Tina Spanhak Date: 4/16/2013

Subscribed and sworn before me this 16 day of April, 2013.

My Commission expires:  
October 24, 2013

Natalie C. Arldt  
(Signature)  
**NATALIE CAROL ARLDT**  
Notary Public, State of Texas  
(Print Name & Title)  
My Commission Expires  
October 24, 2013  
(Seal)

**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)*

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

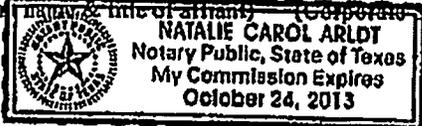
Name of Business Entity: Dell Financial Services LLC

Signed Tina M Spanhak Title: Proposals Manager

Print Name Tina Spanhak Date: 4/16/2013

Subscribed and sworn before me  
this 16 day of April, 2013.

My Commission expires:  
October 24, 2013

Natalie C. Arldt  
(Affiant)  
Natalie Carol Arldt Notary Public  
(Print Name & Title of Affiant) (Corporate Seal)  
  
NATALIE CAROL ARLDT  
Notary Public, State of Texas  
My Commission Expires  
October 24, 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.**



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

City Clerk File No. Res. 13-339

Agenda No. 10.Q

Approved: MAY 08 2013

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC  
FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE DATA TERMINAL  
SYSTEM WITHOUT PUBLIC BIDDING**

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

**WHEREAS**, the Police Department's Mobile Data Terminal System and wireless handheld devices operate on a seven day, twenty-four hour basis; and

**WHEREAS**, this equipment utilizes proprietary hardware and software within 350 handheld devices include but not limited to MDTs, Symbols, Xplore tablets, Data 911; and

**WHEREAS**, IP Mobile Net has authorized G.T.B.M. Inc. as the New Jersey service provider for the Department's proprietary software associated with the mobile data terminal system; and

**WHEREAS**, the need for constant and reliable communications for the safety of employees and citizens of Jersey City require immediate resolution of any equipment failures it is essential for the public safety to have an agreement in effect for the services in connection with preventive maintenance, service and repair of the Police Department, Central Communications Bureau, Mobil Data Terminal System and related equipment; and

**WHEREAS**, G.T.B.M. Inc , located at 351 Paterson Avenue, East Rutherford, NJ 07073, possess the skill and expertise to perform the necessary services; and

**WHEREAS**, G.T.B.M. Inc has agreed to perform the necessary services for maintenance and repair of the Jersey City Police Department, Central Communications Bureau, Mobil Data Terminal System at a cost of Four Hundred Twenty Five Thousand Two Hundred Fifty One Dollars (\$425,251,00) for the term of one year, January 1, 2013 through Dec 31, 2013; and

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

**WHEREAS**, funds in the amount of Two hundred Twelve thousand Six hundred and Twenty five dollars (\$212,625.50) fifty cent are available in the Temporary 2013 budget Account No. 13-01-201-25-240-310; source of funds is from operating account.

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system;

**WHEREAS**, Robert Kakoleski, Director of Police, has certified that this meets the statues and regulations governing the award of said contracts; and

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

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

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

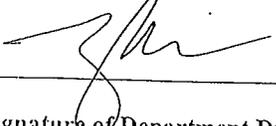
**WHEREAS**, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and



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

1. Full Title of Ordinance/Resolution/Cooperation Agreement :  
RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC  
FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE  
DATA TERMINAL SYSTEM WITHOUT PUBLIC BIDDING
2. Name and Title of Person Initiating Ordinance/Resolution :  
ROBERT KAKOLESKI, DIRECTOR, DEPARTMENT OF POLICE
3. Concise Description of the Program, Project or Plan Proposed in the  
Ordinance/Resolution:  
MAINTAIN THE JERSEY CITY POLICE DEPARTMENT MOBILE DATA  
TERMINAL SYSTEM.
4. Reasons (Need) for the Proposed Program, Project, etc.:  
TO KEEP DEPARTMENT-WIDE EQUIPMENT FUNCTIONAL.
5. Anticipated Benefits to the Community:  
SUPPORT AND INSURANCE AGAINST LOSING THE MOBIL DATA SYSTEM  
FOR EXTENDED PERIOD OF TIME SHOULD A PROBLEM ARISE.
6. Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State  
and Federal Funds to be used, as well as match and in-kind contributions.)  
FOUR HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED FIFTY-ONE  
DOLLARS (\$425,251.00)
7. Date Proposed Program or Project will Commence:  
JANUARY 1, 2013
8. Anticipated Completion Date:  
DECEMBER 31, 2013
9. Person Responsible for Coordinating Proposed Program/Project:  
DEPUTY CHIEF PHILLIP ZACHE, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate to the best of my knowledge.

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

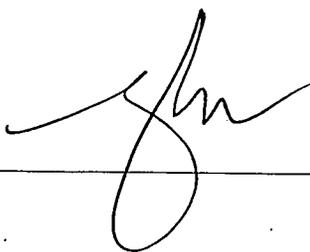
3/28/13  
Date

## DETERMINATION OF VALUE CERTIFICATION

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

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc. to provide the City with Mobile Data maintenance and support.
3. The term of the contract is one year effective as of January 1, 2013.
4. The amount of the contract is \$425,251.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

 3/28/13

Robert Kakoleski, Police Director

|                      |
|----------------------|
| <b>Requisition #</b> |
| 0161409              |

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

|                      |
|----------------------|
| <b>Assigned PO #</b> |
| 109687               |

**Requisition**

**Vendor**  
 GOLD TYPE BUSINESS MACHINE  
 351 PATERSON AVENUE  
 PO BOX 305  
 EAST RUTHERFORD NJ 07073  
 GT220900

**Dept. Bill To**  
 POLICE DEPARTMENT  
 1 JOURNAL SQ. PLAZA  
 4TH FLOOR  
 JERSEY CITY NJ 07306

**Dept. Ship To**  
 POLICE DEPARTMENT  
 SUPPORT SERVICES  
 73-85 BISHOP STREET  
 JERSEY CITY NJ 07304

**Contact Info**  
 SGT. JOHN TKACZYK  
 2015475997

| Quantity | UOM | Description                                                                                            | Account           | Unit Price | Total      |
|----------|-----|--------------------------------------------------------------------------------------------------------|-------------------|------------|------------|
| 1.00     | EA  | RENEWAL OF CONTRACT                                                                                    | 01-201-25-240-310 | 212,625.50 | 212,625.50 |
|          |     | RENEWAL OF MOBILE DATA SYSTEM MAINTENANCE<br>AND SUPPORT CONTRACT (INCLUDING ALPR SYSTEM &<br>VEHICLES |                   |            |            |
|          |     | TOTAL AMOUNT \$425,251.00                                                                              |                   |            |            |
|          |     | TEMPORARY ENCUMBRANCE \$212,625.50                                                                     |                   |            |            |

Requisition Total 212,625.50

Req. Date: 03/12/2013  
 Requested By: RBAKER  
 Buyer Id:

Approved By: 

**This Is Not A Purchase Order**

# JERSEY CITY POLICE DEPARTMENT

## DEPARTMENT REQUISITION

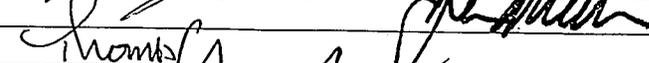
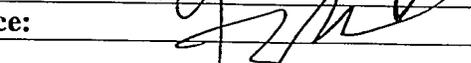
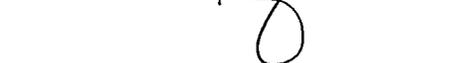
**Date:** Jan. 14, 2013

The following supplies are required for use by the  
**COMPUTER UNIT** at the following locations:

Computer Unit – JCPSCC, 73-85 Bishop Street

| Item No. | Quantity: | Article:                                                                                                            | Remarks/Price: |
|----------|-----------|---------------------------------------------------------------------------------------------------------------------|----------------|
| 1        | 1         | <b>Renewal of Mobile Data System<br/>Maintenance and Support Contract<br/>(Including ALPR Systems and Vehicles)</b> | \$425,251.00   |
|          |           | <b>Vendor:</b>                                                                                                      |                |
|          |           | <b>G.T.B.M.</b>                                                                                                     |                |
|          |           | <b>351 Paterson Avenue</b>                                                                                          |                |
|          |           | <b>East Rutherford, NJ 07073</b>                                                                                    |                |
|          |           | <b>201-935-5090</b>                                                                                                 |                |
|          |           | <b>State Contract#A69834</b>                                                                                        | JAN 24 PM 2:45 |
|          |           | <b>Line Item:00069</b>                                                                                              | Returned       |
|          |           | <b>Commodity Code; 725-1 8-064505</b>                                                                               |                |

**Comments: Renewal of Mobile Data System Maintenance Contract  
 (24x7x365) on all mobile data hardware and software clients and systems  
 ANNUAL CONTRACT RENEWAL**

**Requested By:**   
**Approved By:**   
**Chief of Police:**   
**Director of Police:** 

JAN 28 AM 9:03



New Jersey state contract #69834

**MOBILE DATA SYSTEMS (MDTS AND VEHICLE) AGREEMENT BETWEEN**

**JERSEY CITY POLICE DEPARTMENT**

**and**

**GOLD TYPE BUSINESS MACHINES**

THIS MDTS SERVICE AGREEMENT ("Agreement") is made this 1<sup>st</sup> day of Jan 2013 by and between the Jersey City Police Department ("Customer") AND GOLD TYPE BUSINESS MACHINES ("GTBM") for service and support of Customer's MDTS and associated hardware, software and communications.

**1. SERVICES AND PROCESS**

- a) GTBM will provide Customer with maintenance and repair service for MDT, Symbol, Xplore, Data911, Panasonic, Blackberry and Push-to Talk devices and the underlying vehicle infrastructure to support communications with the Info-Cop™ system 24/7/365.
- b) GTBM will provide all labor to meet Customer's needs for vehicle equipment swaps and new vehicle installations associated with Mobile Data Systems communications. GTBM will provide any required parts that have a cost of \$100 or less.
- c) GTBM will provide all labor to maintain a BOSS server and to support 5 vehicles and the attached plate readers associated with the server.
- d) Customer shall notify GTBM of all service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. Afterhours support can be received by calling 201-681-0327 or by calling the Service Department and following the auto-attendant prompts.

**2. CHARGES AND PAYMENTS**

- a) Customer agrees to pay an annual fee of \$452,251.00 for the services on a Quarterly basis, in advance, for the period beginning Jan 1, 2013 and ending Dec 31<sup>th</sup>, 2013. Customer further agrees to pay for all parts required for vehicle repair or installation



which are in excess of \$100 which shall be billed to Customer on a quarterly basis.

- b) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance.

### **3. LIMITATION OF LIABILITY**

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE INFO-COP™ SYSTEM, AN IMPAIRED VEHICLE, A COMMUNICATIONS DEVICE DUE TO A FAILURE OF A THIRD PARTY VENDOR OR DISABLED INTERNET CONNECTIVITY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **4. TERMINATION**

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer THEN fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- c) Termination of this Agreement does not relieve either party of obligations to make any



payments or perform any services due prior to the date of termination.

## 5. MISCELLANEOUS

- a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.



## 6. ACCEPTANCE OF AGREEMENT

a) By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.

GTBM

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Jersey City

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



## Exhibit A

### Agreement Specifications

Devices:

Up to 400 MDT, Symbol, Xplore Data911, Panasonic or Push-to-Talk Mobile Communication Units

Vehicle:

Entire Fleet of the Police Department

Plate Readers and BOSS Server coverage;

5 Vehicles and 1 BOSS server

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

City Clerk File No. Res. 13-340  
Agenda No. 10.R  
Approved: MAY 08 2013



TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES, FOR CONSTRUCTION ADMINISTRATION SERVICES TO REVIEW AND OBSERVE THE REMEDIATION OPERATION AT THE METROPOLIS TOWERS, PROJECT NO. 13-004, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

COUNCIL AS A WHOLE  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Metropolis Towers is required to remediate the contaminated soil in Block 13101, Lots 1 & 2 under an agreement with the New Jersey Department of Environmental Protection (NJDEP). The remediation of the site will involve excavation of soil underneath the existing parking lot and removed from the site; and

**WHEREAS**, the City of Jersey City (City) has a 48" combined sewer under the existing parking lot which may be impacted by the excavation of the contaminated soils therefore, the City needs to review and observe the site operation to support the best interest of the City; and

**WHEREAS**, the City requires the professional services of an engineering firm to provide the necessary Construction Administration Services to review and observe the remediation operation at the Metropolis Towers, Project No. 13-004, to supplement the Division of Engineering, Traffic and Transportation staff; and

**WHEREAS**, in response to the City's request for a Proposal, T&M Associates submitted the attached proposal dated April 18, 2013 in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); and

**WHEREAS**, T&M Associates submitted a Qualification Statement in response to the City's 2012 RFQ; and

**WHEREAS**, T&M Associates is a pre-qualified engineering firm that provides civil engineering services; and

**WHEREAS**, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., the City, in April 2012, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

**WHEREAS**, the total contract amount for professional engineering services for the Construction Administration Services for the Metropolis Towers, Project No. 13-004, shall be for a sum not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); and

**WHEREAS**, funding in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) is available for this expenditure from the 2012 Capital Account for Engineering Related Studies,

Account No. 04-215-55-912-990 Requisition #0161891 P.O. # 109834 Total \$25,000.00

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

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

**WHEREAS**, this contract is awarded pursuant to the fair and open process of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, T&M Associates has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;

City Clerk File No. Res. 13-340  
Agenda No. 10.R MAY 08 2013

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES, FOR CONSTRUCTION ADMINISTRATION SERVICES TO REVIEW AND OBSERVE THE REMEDIATION OPERATION AT THE METROPOLIS TOWERS, PROJECT NO. 13-004, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with T&M Associates, to provide engineering services for a total contract amount not to exceed \$25,000.00.
2. The term of the contract shall be twelve (12) months with a final completion date of May 2014.
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Pubic Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i).
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption.
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

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

Account No. 04-215-55-912-990 Requisition # 0161891 P.O. # 109834 Total \$25,000.00

Approved: [Signature] 4/24/13  
Chuck F. Lee, P.E. City Engineer

APPROVED: [Signature] 4/29/13  
RODNEY HADLEY, DIRECTOR, DEW  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
ASIT Corporation Counsel

Certification Required   
Not Required

**APPROVED 7-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.13 |     |     |      |               |        |     |      |               |     |     |      |
|------------------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                  | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                      | ✓   |     |      | GAUGHAN       | ABSENT |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                       | ✓   |     |      | FULOP         | ABSENT |     |      | 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 FACT SHEET**

**1. Full Title of Resolution Agreement:**

Resolution authorizing the award of a professional engineering services contract to T&M Associates, for Construction Administration Services to review and observe the remediation operation at the Metropolis Towers, Jersey City Project No. 13-004, for the Department of Public Works, Division of Engineering, Traffic and Transportation

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

Chuck F. Lee P.E., City Engineer

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

This project consists of remediation of soil by Metropolis Towers as required by NJDEP. The project will require the City to review reports, attend meetings, conduct site visits and generally provide technical expertise to support the best interest of the City of Jersey City. This resolution allows the hiring of a consultant to perform the Construction Administration Services for the City on this project.

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

The hiring of the consultant will provide the necessary engineering services to ensure the protection of the City's combined sewer on the property.

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

The implementation of this project will protect the City's 48" combined sewer from damage during excavation. The protection of this infrastructure will benefit the quality of life for the residents of Jersey 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):**

Total Base Contract Amount to hire a consultant to perform the Construction Administration Services not to exceed \$25,000.00 will be charge to the 2012 Engineering Capital Account for Eng/Environmental Issues.

**Account No:**

04-215-55-912-990 / 2012 Engineering Related Studies (Environmental)

**Amount:** \$25,000.00

**Requisition No:** 0161891

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

Construction Services to start upon approval of the resolution.

**8. Anticipated Completion Date:**

Project to be completed by March 2014.

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

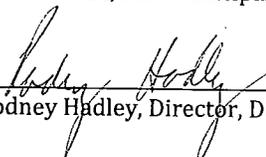
|                           |                      |                 |
|---------------------------|----------------------|-----------------|
| <u>Chuck F. Lee, P.E.</u> | <u>201-547- 4413</u> | <u>        </u> |
| NAME                      | TELEPHONE            | EVENING         |

**10. Additional Comments:**

Based on the information provided to me, I certify that all the Facts Presented Herein is Accurate to the best of my knowledge.

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

4/24/13  
Date

  
\_\_\_\_\_  
Rodney Hadley, Director, DPW

4/24/13  
Date

**CITY OF JERSEY CITY**  
**Department of Public Works**  
**Division of Engineering, Traffic and Transportation**  
**MEMORANDUM**

---

**DATE:** April 23, 2013

**TO:** Council President Peter Brennan  
Robert Byrne, City Clerk

**FROM:** Jeffrey D. Reeves, Assistant City Engineer

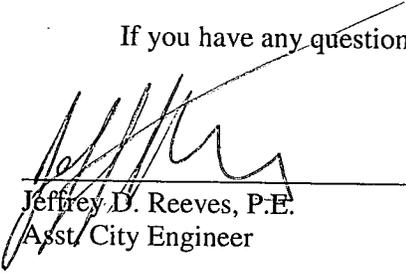
**SUBJECT:** **PROPOSED RESOLUTION**  
**PROFESSIONAL SERVICES AGREEMENT AWARD**

---

Attached for your review is a Resolution proposed by this Division (for Municipal Council approval) authorizing the award of a professional services agreement with T&M Associates for Construction Administration Services in connection with Metropolis Towers and Various Assignments, Project No. 13-004.

It is anticipated that this Resolution will be listed on the Agenda for the May 8, 2013 Municipal Council Meeting.

If you have any questions feel free to contact Jeffrey D. Reeves at ext. 5544.

  
\_\_\_\_\_  
Jeffrey D. Reeves, P.E.  
Asst. City Engineer

  
\_\_\_\_\_  
Chuck F. Lee, P.E.  
City Engineer

cc: Jack Kelly, Business Administrator  
Rodney Hadley, Director DPW

Councilwoman Richardson  
Councilman Donnelly  
Councilman Fulop

Councilman Lavarro  
Councilwoman Lopez  
Councilwoman Coleman

Councilman Sottolano  
Councilman Gaughan

|                      |
|----------------------|
| <b>Requisition #</b> |
| <b>0161891</b>       |

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

|                      |
|----------------------|
| <b>Assigned PO #</b> |
| 109834               |

**Requisition**

**Vendor**  
 T&M ASSOCIATES  
 11 TINDALL ROAD  
 ATTN: DOMINIC CARRINO  
 MIDDLETOWN NJ 07748  
 TM550390

**Dept. Bill To**  
 ENGINEERING  
 575 RT. 440  
 JERSEY CITY NJ 07305

**Dept. Ship To**  
 ENGINEERING  
 575 RT. 440  
 JERSEY CITY NJ 07305

**Contact Info**  
 Chuck Lee, City Engineer  
 2015474413

| Quantity | UOM | Description       | Account           | Unit Price | Total     |
|----------|-----|-------------------|-------------------|------------|-----------|
| 1.00     | 1   | METROPOLIS TOWERS | 04-215-55-912-990 | 25,000.00  | 25,000.00 |

PROPOSAL FOR CONSULTING ENGINEERING SERVICES

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES FOR CONSTRUCTION ADMINISTRATION SERVICES TO REVIEW AND OBSERVE THE REMEDIATION OPERATION AT THE METROPOLIS TOWERS, JERSEY CITY PROJECT NO: 13-004 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

REFERENCED SERVICES NOT TO EXCEED \$25,000  
 AMOUNT OF THIS REQUISITION = \$25,000.  
 FUNDING SOURCE: 2012 ENGINEERING ENVIRO ACCT

Requisition Total 25,000.00

Req. Date: 04/24/2013  
 Requested By: ODOM  
 Buyer Id:

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

*[Handwritten Signature]*  
 4/24/13  
 SF  
 oep/ple/B.

**This Is Not A Purchase Order**

1373 Broad Street, Suite 306, Clifton, New Jersey 07013  
(973) 614-0005 \* fax (973) 614-0025 \* www.tandmassociates.com



TMOH-13134

April 18, 2013  
Email/ Mail

Deputy Mayor Kabili Tayari  
City of Jersey City  
280 Grove Street, Suite 223  
Jersey City, NJ 07302

**Re: Consulting Engineering Services – Metropolis Towers And Various Assignments**

Dear Deputy Mayor Tayari:

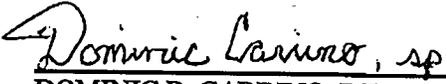
As requested, we attended the 2/11/13 Metropolis Towers Technical meeting at the JCMUA and conducted test pit excavations to determine the location of the City 48" combined sewer on site and the Towers pile cap locations, as described in David Spader's emails. We will continue to respond to any subsequent requests from your office and Mr. Spader as part of this assignment.

Under this proposal, T&M Associates will review reports, attend meetings, conduct site visits and generally provide technical expertise to support the interests and requests of the City of Jersey City. We will also respond to other matters when requested by your office and David Spader/ERFS.

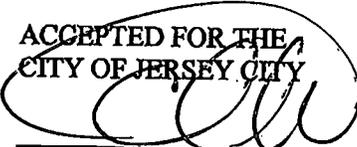
We propose to conduct these services on an hourly basis in accordance with our currently approved rates at a not-to-exceed price of \$25,000. We will not exceed this total, unless we receive authorization from the City.

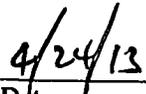
Thank you for this opportunity to provide our services, and we appreciate continuing to work for the City of Jersey City.

Very truly yours,  
T&M ASSOCIATES

  
DOMINIC B. CARRINO, P.E.  
VICE PRESIDENT

ACCEPTED FOR THE  
CITY OF JERSEY CITY

  
NAME/TITLE

  
Date

DBC:sp  
cc: David Spader, ERFS  
Chuck Lee, PE, City Engineer  
George Dakes, P.E., T&M Associates  
Dawn Odom, Jersey City

H:\TMOH\13134\Proposal\Consulting Services - Various Assignments.docx

ENERGY & UTILITIES • ENVIRONMENTAL SERVICES • PUBLIC WORKS  
REAL ESTATE DEVELOPMENT • TRANSPORTATION • WATER RESOURCES

Regional Offices in NEW JERSEY, PENNSYLVANIA and OHIO



## ARTICLE II

### Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated April 18, 2013 which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months after execution of this Agreement. The Construction Administration Services shall be completed and submitted to the City by May 2014.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are produced in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

### **ARTICLE III**

#### **Contractual Relationship**

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

### **ARTICLE IV**

#### **Compensation and Payment**

1. Compensation for the performance of Construction Administration Services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated April 18, 2013, with a total cost not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. CONSULTANT understands that

said invoices must be submitted to the governing body of CITY for approval prior to payment.

## ARTICLE V

### Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS (Statutory).

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against

any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – Project No. 13-004.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

## **ARTICLE VI**

### **Personnel of the Consultant**

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project,

monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

## **ARTICLE VII**

### **Progress Report**

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

## ARTICLE VIII

### Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

## ARTICLE IX

### Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the

terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering of the CITY or any claim or dispute covered by this Article.

## **ARTICLE X**

### **Nondiscrimination**

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

## **ARTICLE XI**

### **Compliance With Equal Employment Opportunity/Affirmative Action Plan**

1. If the Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT 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:

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## **ARTICLE XII**

### **Compliance With Americans With Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

## **ARTICLE XIII**

### **Indemnity**

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and

expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

#### **ARTICLE XIV**

##### **Entire Agreement**

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

## ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

### MANDATORY BUSINESS REGISTRATION REQUIREMENTS

#### Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## **ARTICLE XVI**

### **City of Jersey City Contractor Pay-to-Play Reform Ordinance**

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

**CITY OF JERSEY CITY**

**ATTEST:**

\_\_\_\_\_  
JOHN KELLY  
Business Administrator

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**T&M ASSOCIATES**

\_\_\_\_\_

BY: \_\_\_\_\_  
NAME  
TITLE

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
RAYMOND REDDINGTON  
Assistant Corporation Counsel

**APPROVED FOR INSURANCE REQUIREMENTS**

\_\_\_\_\_  
PETER SORIERO  
Risk Manager

**NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:**

I certify that I am

Kevin F. Toolan, President & CEO

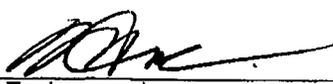
of the firm

T&M Associates

the vendor submitting the Qualification Statement for the above named project, and that I executed the said qualification statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25).

(Signature of  
respondent)

  
Kevin F. Toolan

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

MARCH 27

OF 2012

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Shirley M. Howard  
NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES: 2013

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS QUALIFICATION STATEMENT).**

**SHIRLEY M. HOWARD**  
Notary Public of New Jersey  
Commission Expires 6/1/2013

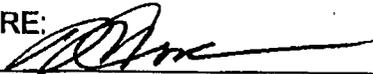
**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name          | Address                             | % owned |
|---------------|-------------------------------------|---------|
| Gary C. Dahms | 2112 Castleton Court, Allenwood, NJ | 10.65%  |
|               |                                     |         |
|               |                                     |         |
|               |                                     |         |
|               |                                     |         |

SIGNATURE:

  
\_\_\_\_\_  
Kevin F. Toolan

TITLE:

\_\_\_\_\_  
President & CEO

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY March 27 OF 2012

Shirley M. Howard  
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES: 2013.

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS QUALIFICATION STATEMENT).**

**SHIRLEY M. HOWARD**  
Notary Public of New Jersey  
Commission Expires 6/1/2013

## INSURANCE COVERAGE

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### **Automobile**

Policy #ABY 4949169  
7/8/11 - 7/8/12  
Combined Single Limit - \$1,000,000  
Hanover Insurance Co.

### **General Liability**

Policy #ZDY 4946646  
7/8/11 - 7/8/12  
Each Occurrence - \$1,000,000  
General Aggregate - \$2,000,000  
Hanover Insurance Co.

### **Excess Liability - Umbrella Form**

Policy #UHY 4846923  
7/8/11 - 7/8/12  
Each Occurrence - \$7,000,000  
Aggregate - \$7,000,000  
Hanover Insurance Co.

### **Worker's Compensation**

Policy #BB 1081971  
7/8/11 - 7/8/12  
Each Accident - \$1,000,000  
Policy Limit - \$1,000,000  
Seabright Insurance Co.

### **Professional Liability**

Policy #AEH 00-398-72-64  
4/26/11 - 4/26/12  
Per Claim - \$5,000,000  
Aggregate - \$5,000,000  
CNA

7/2011



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

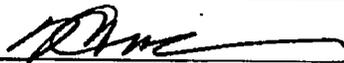
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that T&M Associates (name of business entity) has not made any reportable contributions in the **\*\*one-year period** preceding April 2012 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract T&M Associates (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

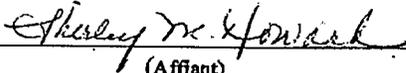
**PART II - Signature and Attestation:**

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: T&M Associates

Signed  Title: President & CEO

Print Name Kevin F. Toolan Date: March 27, 2012

Subscribed and sworn before me  
this 27 day of MAR, 2012.   
My Commission expires: Shirley M. Howard  
(Affiant)

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

**SHIRLEY M. HOWARD**  
Notary Public of New Jersey  
Commission Expires 6/1/2013

**\*\*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.**



STATE OF NEW JERSEY  
 DEPARTMENT OF THE TREASURY  
 DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

**NOTICE OF CONSULTANT PREQUALIFICATION**

FIRM: T&M ASSOCIATES  
 ADDRESS: 11 TINDALL ROAD  
 MIDDLETOWN, NJ 07748

INITIAL     REVISED     RENEWAL

DATE OF ISSUE: MAY 4, 2011  
 EXPIRATION DATE: APRIL 30, 2013  
 FEDERAL ID NUMBER: 221 806 708

MBE     WBE     SBE

The Experience Questionnaire (FORM 48A), submitted by your firm, has been reviewed. As a result of this review, your firm may be invited to submit proposals for projects involving the checked discipline(s) having a not to exceed Construction Cost Estimate (CCE) as noted. For the purposes of this form, NA = no fixed amount.

|                                                                    |            |                                                                   |            |
|--------------------------------------------------------------------|------------|-------------------------------------------------------------------|------------|
| <input type="checkbox"/> ARCHITECTURE                              | _____      | <input type="checkbox"/> ROOFING CONSULTANT                       | _____      |
| <input checked="" type="checkbox"/> ELECTRICAL ENGINEERING         | 10 MILLION | <input type="checkbox"/> ACOUSTICS                                | _____      |
| <input type="checkbox"/> HVAC ENGINEERING                          | _____      | <input type="checkbox"/> ASBESTOS DESIGN                          | _____      |
| <input type="checkbox"/> PLUMBING ENGINEERING                      | _____      | <input type="checkbox"/> ASBESTOS SAFETY MONITORING               | _____      |
| <input checked="" type="checkbox"/> CIVIL ENGINEERING              | UNLIMITED  | <input type="checkbox"/> CLAIMS ANALYSIS                          | _____      |
| <input checked="" type="checkbox"/> SANITARY ENGINEERING           | UNLIMITED  | <input type="checkbox"/> TELECOMMUNICATIONS                       | _____      |
| <input checked="" type="checkbox"/> STRUCTURAL ENGINEERING         | UNLIMITED  | <input type="checkbox"/> EXHIBIT/INTERPRETATIVE DESIGN            | _____      |
| <input type="checkbox"/> MECH. ENG. (ELEV., CONVEYORS, ETC.)       | _____      | <input checked="" type="checkbox"/> FEASIBILITY PLANNING          | UNLIMITED  |
| <input type="checkbox"/> SOILS ENGINEERING                         | _____      | <input checked="" type="checkbox"/> FIRE DETECTION SYSTEMS        | 20 MILLION |
| <input checked="" type="checkbox"/> FIRE PROTECTION ENGINEERING    | 10 MILLION | <input checked="" type="checkbox"/> FIRE PROTECTION SYSTEMS       | 20 MILLION |
| <input checked="" type="checkbox"/> ENVIRONMENTAL ENGINEERING      | UNLIMITED  | <input type="checkbox"/> FOOD SERVICE                             | _____      |
| <input checked="" type="checkbox"/> MARINE ENGINEERING             | 5 MILLION  | <input type="checkbox"/> HYDRAULICS/PNEUMATICS                    | _____      |
| <input checked="" type="checkbox"/> LANDSCAPE DESIGN               | 10 MILLION | <input checked="" type="checkbox"/> HYDROLOGY                     | NA         |
| <input checked="" type="checkbox"/> PLANNING                       | 20 MILLION | <input checked="" type="checkbox"/> SECURITY SYSTEMS              | 10 MILLION |
| <input checked="" type="checkbox"/> LAND SURVEYING                 | NA         | <input checked="" type="checkbox"/> SITE PLANNING                 | UNLIMITED  |
| <input type="checkbox"/> AERIAL SURVEYING                          | _____      | <input type="checkbox"/> HISTORIC PRESERVATION CONSULTANT         | _____      |
| <input type="checkbox"/> HYDROGRAPHIC SURVEYING                    | _____      | <input type="checkbox"/> ENERGY AUDITING                          | _____      |
| <input checked="" type="checkbox"/> FIRE & LIFE SAFETY RENOVATIONS | 5 MILLION  | <input checked="" type="checkbox"/> TRAFFIC                       | NA         |
| <input type="checkbox"/> BUILDING COMMISSIONING                    | _____      | <input checked="" type="checkbox"/> TRANSPORTATION                | 15 MILLION |
| <input type="checkbox"/> BOILER/STEAM LINES/HIGH PRESSURE SYS.     | _____      | <input checked="" type="checkbox"/> WASTE/WATER TREATMENT         | UNLIMITED  |
| <input checked="" type="checkbox"/> DAM/LEVEE DESIGN               | 3 MILLION  | <input type="checkbox"/> ENERGY MANAGEMENT CONTROL SYSTEM         | _____      |
| <input checked="" type="checkbox"/> BARRIER FREE/ADA DESIGN        | 3 MILLION  | <input checked="" type="checkbox"/> RENEWABLE ENERGY CONSULTANT   | 1 MILLION  |
| <input checked="" type="checkbox"/> ESTIMATING/COST ANALYSIS       | NA         | <input checked="" type="checkbox"/> CONSTRUCTION FIELD INSPECTION | 15 MILLION |
| <input type="checkbox"/> INTERIOR DESIGN/SPACE PLANNING            | _____      | <input type="checkbox"/> PROJECT MANAGEMENT                       | _____      |
| <input type="checkbox"/> ROOFING INSPECTION                        | _____      | <input checked="" type="checkbox"/> ENVIRONMENTAL CONSULTANT      | NA         |
| <input type="checkbox"/> CONSTRUCTION MANAGEMENT                   | _____      | <input checked="" type="checkbox"/> STORAGE TANK REMOVAL          | NA         |
| <input type="checkbox"/> CPM                                       | _____      | <input checked="" type="checkbox"/> STORAGE TANK INSTALLATION     | NA         |
| <input type="checkbox"/> ARCHAEOLOGY                               | _____      | <input type="checkbox"/> PERIMETER SECURITY FENCING               | _____      |
| <input checked="" type="checkbox"/> GEOLOGY                        | NA         | <input type="checkbox"/> INDOOR AIR QUALITY TESTING               | _____      |
| <input type="checkbox"/> VALUE ENGINEERING                         | _____      | <input checked="" type="checkbox"/> LANDFILL CLOSURE              | NA         |
| <input type="checkbox"/> HISTORIC PRESERVATION/RESTORATION         | _____      | <input type="checkbox"/> LEAD PAINT EVALUATION                    | _____      |

PREPARED BY:

*Bobbie Schott*  
 BOBBIE SCHOTT  
 MANAGER, PREQUALIFICATION UNIT

APPROVED BY:

*Richard S. Flodmand*  
 RICHARD S. FLODMAND  
 DEPUTY DIRECTOR

NOTE: THIS IS AN ORIGINAL DOCUMENT. IT MAY BE REQUIRED AS PROOF OF YOUR PREQUALIFICATION STATUS. PLEASE RETAIN THIS FORM FOR YOUR RECORDS.



**2012 Schedule of Hourly Billing Rates**

| BILLING TITLE                                                                   | BILLING RATE/HR |
|---------------------------------------------------------------------------------|-----------------|
| Jr. Technical Staff<br>Administrative Support Staff                             | \$69.00         |
| Field Staff<br>Professional Entry Level                                         | \$81.00         |
| Technical Staff<br>Jr. Professional Staff                                       | \$116.00        |
| Professional Staff<br>Senior Technical and Field Staff                          | \$126.00        |
| Senior Professional Staff<br>Supervising Technical Staff                        | \$135.00        |
| Supervising Professional Staff                                                  | \$147.00        |
| Principal<br>Division Manager<br>Corporate Manager                              | \$153.00        |
| <b>Survey</b>                                                                   |                 |
| Survey Crew 1<br>Party Chief<br>Senior Party Chief w/Robotic Equipment          | \$134.00        |
| Survey Crew 2<br>Party Chief or Senior Party Chief with 1<br>Survey Technician  | \$173.00        |
| Survey Crew 3<br>Party Chief or Senior Party Chief with 2<br>Survey Technicians | \$205.00        |

Billing Basis: Fixed Rate for Each Billing Title

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)**

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

**Representative's Name/Title (Print):** Kevin F. Toolan, President & CEO

**Representative's Signature:**

  
\_\_\_\_\_

**Name of Company:**

T&M Associates

**Tel. No.:** 732.671.6400      **Date:** March 27, 2012

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

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

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

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

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

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

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

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

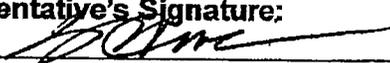
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**Representative's Name/Title**

**Print):** Kevin F. Toolan, President & CEO

**Representative's Signature:**



**Name of Company:**

T&M Associates

**Tel. No.:** 732.671.6400      **Date:** March 27, 2012

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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

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

Business Name: T&M Associates

Address: 11 Tindall Road, Middletown NJ 07748

Telephone No.: 732.671.6400

Contact Name: Kevin F. Toolan

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

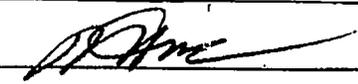
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

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

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

COMPANY: T&M Associates

SIGNATURE: 

DATE: March 27, 2012

PRINT

NAME: Kevin F. Toolan

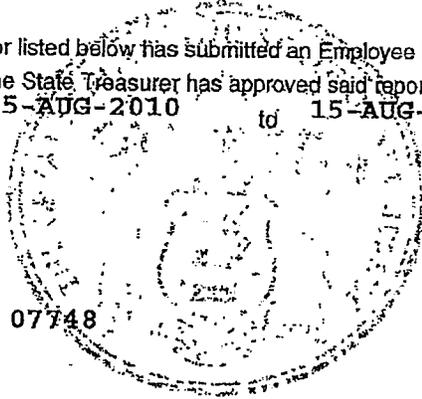
TITLE: President & CEO

**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-AUG-2010** to **15-AUG-2013**

**T & M ASSOCIATES  
ELEVEN TINDALL RD.  
MIDDLETOWN**

**NJ 07748**



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

**Andrew P. Sidamon-Eristoff**  
State Treasurer

09/13/01

T & M ASSOCIATES  
ELEVEN TINDALL RD  
MIDDLETOWN NJ 07743

Taxpayer Identification# 221-805-708/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio  
Director, Division of Revenue

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE<br>FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS |                                                                                                                       | DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, N.J. 08646-0252 |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| TAXPAYER NAME:<br>T & M ASSOCIATES                                                                          | TRADE NAME:                                                                                                           |                                                                                          |
| TAXPAYER IDENTIFICATION#<br>221-805-708/000                                                                 | CONTRACTOR CERTIFICATION#<br>0083800                                                                                  |                                                                                          |
| ADDRESS<br>ELEVEN TINDALL RD<br>MIDDLETOWN NJ 07743                                                         | ISSUANCE DATE:<br>09/13/01                                                                                            |                                                                                          |
| EFFECTIVE DATE:<br>03/21/66                                                                                 | <br>Director, Division of Revenue |                                                                                          |
| FORM-BRC(03-01)                                                                                             | This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.              |                                                                                          |

# State of New Jersey

## Division of Consumer Affairs

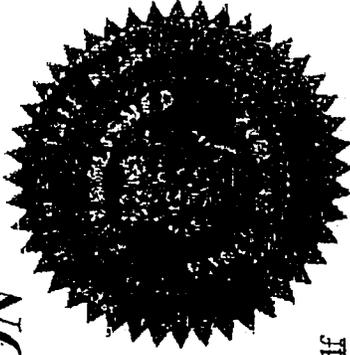
State Board of Professional Engineers and Land Surveyors

### THIS CERTIFIES THAT

T & M ASSOCIATES  
11 TINDALL ROAD  
Middletown NJ 07748

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

## CERTIFICATE OF AUTHORIZATION



to offer the following services

Eng, Land Surv & Building Design Svc      08/16/2010      08/31/2012

Person in Responsible Charge

KEVIN F TOOLAN

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certinfo.pdf>

Date: August 18, 2010

Certificate No. 24GA27987500

Expiration Date: 08/31/2012



Executive Director

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

City Clerk File No. Res. 13-341

Agenda No. 10.5

Approved: MAY 08 2013

TITLE:



## RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACTS WITH VARIOUS LICENSED VETERINARIANS TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL PROGRAM

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

**WHEREAS**, the City of Jersey City (City) Department of Health and Human Services, Division of Health, Animal Control Program desires to provide low-income and working poor members of the community access to a low-cost spay and neuter program for dogs and cats that have owners; and

**WHEREAS**, the City has identified target areas with the most pet population control issues, the highest poverty rates, and the highest owner surrender rates; and

**WHEREAS**, in order to provide the services the City is required to contract with various licensed veterinarians; and

**WHEREAS**, the veterinarians listed below, may be expanded or contracted depending on the requirements of the program in which case the list will be added to or deleted accordingly by means of an amending resolution; and

| PROGRAM                                    | CONTRACT AMT       | CONTRACT # |
|--------------------------------------------|--------------------|------------|
| 1. People for Animals, Inc.                | \$15,580.00        | 109661     |
| 2. Animal Clinic & Hospital of Jersey City | \$11,000.00        | 109659     |
| 3. Heights Veterinary Associates           | \$5,000.00         | 109662     |
| 4. Harding Veterinary Service              | \$2,000.00         | 109660     |
| <b>TOTAL</b>                               | <b>\$33,580.00</b> |            |

**WHEREAS**, the City will utilize PetSmart Charities, Inc. corporate funding to cover the costs to spay and neuter; and

**WHEREAS**, the veterinarians listed above will provide these services to the City for the period effective as of January 4, 2013 and ending on July 15, 2013; and

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

**WHEREAS**, the veterinarians listed above have submitted their Certifications of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the resolution authorizing the awards and the agreements must be available for public inspection; and

**WHEREAS**, the funds to cover the expenses to spay and neuter animals are available in PetSmart Charities, Inc. Corporate Fund Account No.2-213-40-248-314, \$33,580;

City Clerk File No. Res. 13-341  
Agenda No. 10.S MAY 08 2013

TITLE:

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACTS WITH VARIOUS LICENSED VETERINARIANS TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL PROGRAM**

**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 professional services agreements with the veterinarians listed above, in substantially the form attached, for providing veterinarian services in connection with the Animal Control program provided by the Department of Health and Human Services for the period of time effective as of January 4, 2013 and ending on July 15, 2013, for the sum of \$33,580.00 Dollars; and
2. These agreements are awarded without competitive bidding as professional services agreements under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and
3. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution; and
4. The certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated by reference, shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby, certify that there are sufficient funds in the amount of \$33,580.00 to cover for the cost of this resolution in Account No. 2-213-40-248-314, PO numbers, as per above list.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |        |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 5.8.13        |        |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ABSENT |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ABSENT |     |      | 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

**LEGISLATIVE FACT SHEET**

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

**1. FULL TITLE OF RESOLUTION AGREEMENT:**

RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACTS WITH VARIOUS LICENSED VETERINARIANS TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL PROGRAM

**2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**

Harry Melendez, DHHS Director (201) 547-6800.

**3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**

Veterinary Services to spay and neuter cats and dogs of Zip Code 07304 and 07305 residents and wellness shots to all Jersey City Residents' cats and dogs.

**4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:**

The goal of the program is to offer working low-moderate income pet owners who cannot have their pets spayed/neutered due to the costs associated with private veterinary services the ability to do so. The City has identified target areas with the most pet population control issues, the highest poverty rates, and the highest owner surrender rates. By targeting the areas identified, the City feels it can help reduce most of the pet problems the community has seen rise in the past 3 years. The City also looks to increase pet wellness and pet education programs.

**5. ANTICIPATED BENEFITS TO THE COMMUNITY:**

Many members of the community cannot afford to have their pet neutered or spayed. Although the State of New Jersey offers these services through low cost programs, they are solely provided to individuals on public assistance. Our program will benefit animal owners who meet the low-moderate income range. The City looks at this targeted program as a means to alleviate and reduce the number of surrenders, stray/abandoned and calls about dead animals.

**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):**

PetSmart Charities, Inc. Corporate Funding \$33,580.00

**7. DATE PROPOSED OR PROJECT WILL COMMENCE:**

January 4, 2013

**8. ANTICIPATED COMPLETION DATE:**

July 15, 2013

**9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC:**

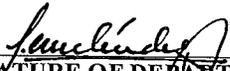
Robin Pinkowitz (201)547-5507

**10. Additional Comments:**

**I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.**

\_\_\_\_\_  
SIGNATURE OF DIVISION DIRECTOR

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

24.11.13  
DATE

**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Jersey City, a municipal corporation of the State of New Jersey, (hereinafter referred to as "City"), with its main office located at 280 Grove Street, Jersey City, NJ 07302 and \_\_\_\_\_, (hereinafter referred to as "the veterinarian").

WHEREAS, the City will utilize PetSmart Charities, Inc. funding to provide low-income and working poor members of the community access to a low-cost spay/neuter program for pets; and

WHEREAS, the City has identified target areas with the most pet population control issues, the highest poverty rates, and the highest owner surrender rates.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **Scope of Services:**

THE VETERINARIAN will provide spay and neuter services for dogs and cats of Zip Codes 07304 and 07305 that have owners at no charge to the owner.

2. **Term:**

The term of this Agreement is for the period effective as of January 4, 2013 and ending on July 15, 2013.

3. **Fee Schedule:**

The City shall pay THE VETERINARIAN at rates ranging from \$2.02-\$110.00, as outlined below. Compensation shall be due and payable to THE VETERINARIAN upon receipt of a monthly statement by the City outlining services performed and/or rendered by THE VETERINARIAN on behalf of the City during that month. The monthly statement from THE VETERINARIAN shall specify the number of services executed by THE VETERINARIAN during that monthly reporting period in the performance of services on behalf of the City. Said monthly statements must be submitted to the governing body of the City for approval prior to payment.

a) Fees schedule to spay/neuter pets

| <b>Cats:</b>   | <b>Dogs:</b>                    |
|----------------|---------------------------------|
| Male \$50.00   | Male (all sizes) \$70.00        |
| Female \$60.00 | Female (under 40 lbs) \$90.00   |
|                | Female (41 - 70 lbs) \$100.00   |
|                | Female (71 lbs and up) \$110.00 |

Any other services, such as medications, pain killers, e-collar, may be rendered at an additional fee paid by the pet owner at time of service.

If pet is in heat (females) or is cryptorchid (males) an extra fee may apply and will be paid by the pet owner at time of service.

5. **Insurance:**

If deemed necessary by the City's Risk Manager, THE VETERINARIAN shall deliver, within 10 days after receiving a written request from the Risk Manager, certified copies of each of the insurance policies identified below. Each certificate or certificates of such insurance shall name, as an additional insured, the City of Jersey City. Each insurance policy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving 30 days written advance notice thereof to the City. Failure to deliver such certificate(s) shall nullify the agreement at the option of the City. The insurance requirements are:

- a) Comprehensive, general liability in the amount of \$1,000,000.
- b) Workers' compensation in the statutory amount of \$100,000.

6. **Termination:**

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, THE VETERINARIAN shall immediately discontinue services. THE VETERINARIAN shall be paid the amount earned by or reimbursable to THE VETERINARIAN hereunder to the time specified in said notice. THE VETERINARIAN shall have no further claim against the City with respect thereto.

7. **Entire Agreement:**

This Agreement constitutes the entire agreement between City and THE VETERINARIAN. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

8. **Assignment:**

THE VETERINARIAN shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

9. **Choice of Law:**

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of New Jersey.

10. **Modification:**

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

11. **Counter-parts:**

This Agreement shall be executed in three counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document

12. **Paragraph Headings:**

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

13. **Severability:**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

14. **Indulgences:**

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

15. **Notice:**

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to: Harry Melendez, Director, Department of Health and Human Services, 1 Journal Square Plaza, Second Floor; Jersey City, New Jersey 07306. THE VETERINARIAN has designated the following as the individual to whom all communications concerning this Agreement will be directed to:

Name of Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

16. **City of Jersey City Contractor Pay-to-Play Reform Ordinance:**

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

City of Jersey City

Veterinarian

By: \_\_\_\_\_  
John Kelly  
Business Administrator  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

City ATTEST:

Veterinarian ATTEST:

By: \_\_\_\_\_  
Robert Byrne  
City Clerk  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PEOPLE FOR ANIMALS INC  
**Trade Name:**  
**Address:** 401 HILLSIDE AVE  
HILLSIDE, NJ 07205-1122  
**Certificate Number:** 0457382  
**Effective Date:** January 13, 1982  
**Date of Issuance:** April 12, 2013

**For Office Use Only:**  
20130412115204257



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248459779  
Jan. 11, 2008 LTR 4168C E0  
22-2331492 000000 00 000  
00009589  
BODC: TE

PEOPLE FOR ANIMALS INC  
401 HILLSIDE AVE  
HILLSIDE NJ 07205-1122019



001306

Employer Identification Number: ~~XXXXXXXXXX~~  
Person to Contact: MS. LEWIS  
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your request of Jan. 04, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in AUGUST 1983, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

*Michele M. Sullivan*

Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations I

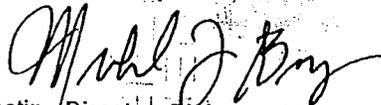
STATE OF NEW JERSEY  
SALES TAX CERTIFICATE OF AUTHORITY  
URBAN ENTERPRISE ZONES ACT  
DIVISION OF TAXATION

The qualified business named below is hereby authorized to collect sales tax pursuant to the Urban Enterprise Zones Act. This authorization is good ONLY for the named business at the location specified herein. This authorization is null and void if any change of ownership or address is affected. This certificate authorizes you to collect tax at a reduced rate on retail sales of tangible personal property EXCEPT: motor vehicles; certain manufacturing equipment; cigarettes; alcoholic beverages; prepared meals; services; hotel room occupancies; admissions; membership fees; parking fees; natural gas and electricity. See, N.J.A.C. 18:24-31.4.

JERSEY CITY ANIMAL HOSPITAL, I  
603 WEST SIDE AVENUE  
JERSEY CITY NJ 07304-1709

000017888  
xxx-xxx-142/000  
11/02/12 TO 11/01/13

This Permit is NOT assignable or transferable

  
Acting Director, Division of Taxation

UZ-2  
03-12, D205846Z

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

11/16/2012



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JERSEY CITY ANIMAL HOSPITAL, INC.  
**Trade Name:**  
**Address:** 603 WEST SIDE AVENUE  
JERSEY CITY, NJ 07304-1709  
**Certificate Number:** 0789563  
**Effective Date:** November 16, 2001  
**Date of Issuance:** November 16, 2012

**For Office Use Only:**  
20121116100716626



## New Jersey Division of Revenue

Revenue NJBGS

### **On-Line Business Registration Certificate Service**

**CERTIFICATE NUMBER 0789563 FOR JERSEY CITY ANIMAL HOSPITAL, INC. IS VALID.**

# 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/lfnfs/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnfs/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing contracts 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 the 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/lgs/2j](http://www.nj.gov/dca/lgs/lgs/2j). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should **edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the instructions and the form be printed on the same piece of paper. The form notes that the instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form (a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts**

<sup>1</sup> N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."





List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District(s):

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

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

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

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

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

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.**

As used in sections 1 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**

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 . . .

1. The term "political party committee" means the State committee of a political party, as organized pursuant to C.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.

2. 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.

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

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

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

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

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

**Part I – Vendor Affirmation**

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

|                                          |                                        |
|------------------------------------------|----------------------------------------|
| Friends of Peter Brennan Election Fund   | Gaughan Election Fund                  |
| Friends of Kalimah I.L. Ahmad            | The Election Fund of Steven Fulop      |
| Election Fund of Racames 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                             |
|------------------------------|------------------------------------------|
| LAWRENCE J. BUCHHOLZ         | 603 WEST SIDE AVE. JERSEY CITY, NJ 07304 |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |

**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: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY

Signature of Affiant: [Signature] Title: PRESIDENT

Printed Name of Affiant: LAWRENCE J. BUCHHOLZ, DVM Date: 12-4-12

Subscribed and sworn before me this 4th day of December, 2012.

Sheila James  
 Notary Public of New Jersey

[Signature]  
 (Witnessed or attested by)

My Commission Expires October 13, 2014

(Seal)

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ANIMAL CLINIC & HOSPITAL OF JERSEY CITY (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 ANIMAL CLINIC & HOSPITAL OF JERSEY CITY (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: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY

Signed: [Signature] Title: PRESIDENT

Print Name: LAWRENCE J. BOCHTOLZ Date: 12-4-12

Subscribed and sworn before me  
this day 4<sup>th</sup> of Dec, 2012.

(Affiant)

My Commission expires:

**Sheila James**

**Notary Public of New Jersey**

**My Commission Expires October 13, 2014**  
(Print name & title of affiant) (Corporate Seal)

Sheila James

\* Pursuant to Section 1 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:** HEIGHTS VETERINARY ASSOCIATES, LLC

**Trade Name:**

**Address:** 3402 KENNEDY BLVD.  
JERSEY CITY, NJ 07307

**Certificate Number:** 1690080

**Effective Date:** January 24, 2012

**Date of Issuance:** April 12, 2013

**For Office Use Only:**

20130412115537648



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

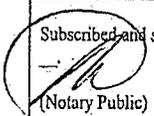
Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

|               |               |
|---------------|---------------|
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |

Subscribed and sworn before me this 23<sup>rd</sup> day of April, 2011

 (Notary Public)

My Commission expires: 11/30/17

Michael Tuder  
(Affiant)

MICHAEL TUDER OWNER  
(Print name & title of affiant)

(Corporate Seal)

MARCO ANTONIO SILVA  
Notary Public  
State of New Jersey  
My Commission Expires Nov 30, 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 Heights Veterinary Assoc (name of business entity) has not made any reportable contributions in the ~~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: Heights Veterinary Associates

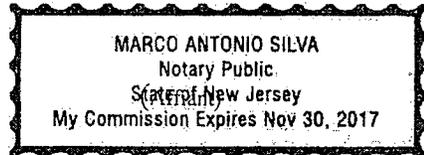
Signed: Michael Tudor Title: owner

Print Name: Michael Tudor Date: \_\_\_\_\_



Subscribed and sworn before me  
this day 23<sup>rd</sup> of July, 2015.

My Commission expires:  
11/30/17



Marco Silva FJA

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

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

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

**Part I – Vendor Affirmation**

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

|                                          |                                   |
|------------------------------------------|-----------------------------------|
| Friends of Peter Brennan Election Fund   | Gaughan Election Fund             |
| 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 |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
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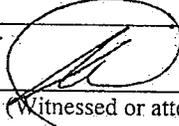
**Part 3 – Signature and Attestation:**

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: Heights Veterinary Associates  
 Signature of Affiant: Michael Tuder Title: Owner  
 Printed Name of Affiant: Michael Tuder Date: \_\_\_\_\_

Subscribed and sworn before me this 23<sup>rd</sup> day  
 of April, 2013.  
 My Commission expires: 11/30/17

MARCO ANTONIO SILVA  
 Notary Public  
 State of New Jersey  
 My Commission Expires Nov 30, 2017

  
 (Witnessed or attested by)  
 (Seal)

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

*N/A*

| Name | Address | % owned |
|------|---------|---------|
|      |         |         |
|      |         |         |
|      |         |         |
|      |         |         |
|      |         |         |

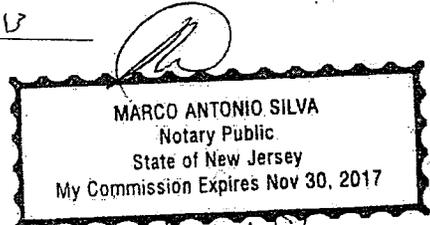
SIGNATURE: *Michael Tuder*

TITLE: *OWNER*

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY *23<sup>rd</sup> April* OF 20 *13*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF *11/30*  
MY COMMISSION EXPIRES: *2017*



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

*Marco A. Silva*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** HARDING VETERINARY SERVICES LLC

**Trade Name:**

**Address:** 79 BLUE MILL ROAD  
MORRISTOWN, NJ 07960-6719

**Certificate Number:** 1612109

**Effective Date:** January 16, 2011

**Date of Issuance:** April 12, 2013

**For Office Use Only:**

20130412115655205

**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)

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

NAME	ADDRESS	PERCENTAGE
Josiah Dean	79 Blue Mill Rd Morristown NJ 07960	

SIGNATURE:

*Josiah Dean*  
owner

TITLE:

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

April 18, OF 20 13

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**RANJANA CHAKRABARTY**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 12 2014

*Ranjana Chatterjee*

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR  
 I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>Joseph Bloom</u>	Name:
Home Address: <u>79 Blue Mill Rd Morristown NJ 07960</u>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 18th day of April, 2013  
Ranjana Chakrabarty (Affiant)  
(Notary Public)

My Commission expires:

**RANJANA CHAKRABARTY**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 12, 2016

(Corporate Seal)

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Harding Veterinary Services (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 Harding Veterinary Services (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: Harding Veterinary Services  
Signed: [Signature] Title: Owner  
Print Name: Harding Veterinary Services Date: 4/16/13

Subscribed and sworn before me  
this day 18th of April, 2013

My Commission expires:

**RANJANA CHAKRABARTY**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 12, 2016

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

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

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

**Part I – Vendor Affirmation**

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

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Euler
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
Joseph Bloom	79 Blue Mill Rd Morristown NJ 07976

**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: Harding Veterans  
 Signature of Affiant: [Signature] Title: Owner  
 Printed Name of Affiant: Joseph Bloom Date: 4/16/13

Subscribed and sworn before me this 18<sup>th</sup> day  
 of April, 2013

My Commission expires:

**RANJANA CHAKRABARTY**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES JUNE 12, 2016

[Signature]  
 (Witnessed or attested by)

(Seal)

Ranjana Chakrabarty  
 Notary Public  
 New Jersey  
 My Commission Expires 6-12-2016



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

City Clerk File No. Res. 13-342

Agenda No. 10.T

Approved: MAY 08 2013

TITLE:



## Resolution Honoring The veterans of the Great Patriotic War On the occasion of the 68th Anniversary of Victory Day

**WHEREAS**, in Russia, May 4th is celebrated as Great Patriotic War Remembrance Day. The World War II Victory in Europe (VE) Day is celebrated a day later in Russia because there was a second German surrender to the Soviets on that date; and

**WHEREAS**, on May 9<sup>th</sup>, the Russians honor the sacrifice and bravery of the Soviet people in the Great Patriotic War. A grand parade is held in Moscow across Red Square; and

**WHEREAS**, war veterans gather in Victory Park to be feted by young people, composers and musicians that perform for the celebrants. The war veterans are honored for their historic resistance to the German advance to Moscow where they were repelled; and

**WHEREAS**, this year will mark the 68<sup>th</sup> Anniversary of Victory Day on May 9<sup>th</sup>. The Cambridge Russian Speaking Society is honoring the veterans who fought in the Great Patriotic War of 1941-1945; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City, on behalf of the citizenry does hereby honor the following veterans of the Great Patriotic War on the occasion of the 68th Anniversary of Victory Day.

**Leon Adlershteyn  
Danil Balagula  
Matvey Derbaremdiker  
Mendel Feyman  
Henry Kaplan  
Vladimir Kounin  
Maria Odesskaya  
Isaak Tsimerov  
Riva Zviagina**

G:\WPDOCS\UANET\RESOLUTICELEBRAT\GREAT PATRIOT WAR.wpd

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

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_  
Asst. Corporation Counsel

Certification Required

Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								5.8.13			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 13-343

Agenda No. 10.U

Approved: MAY 08 2013



TITLE:

**RESOLUTION HONORING  
QUEEN ESTHER CHAPTER NO.2 ORDER OF  
EASTERN STAR-PRINCE HALL AFFILIATION  
FOR THE JURISDICTION OF NEW JERSEY, INC.  
ON THE OCCASION AND CELEBRATION OF THEIR 106<sup>TH</sup> ANNIVERSARY**

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

**WHEREAS**, the Order of the Eastern Star is the largest fraternal organization in the world to which both women and men may belong. With more than 500,000 members worldwide under the General Grand Chapter, the Order of the Eastern Star is an adoptive rite of Freemasonry with teachings based on the Bible and objectives that are charitable and benevolent. Members practice the principals of charity, truth and loving kindness by dedicated service to their communities and other members; and

**WHEREAS**, Queen Esther Chapter No. 2, Order of the Eastern Star- Prince Hall Affiliation (OES/PHA) was granted a charter on February 1, 1907. On June 30, 1914, Queen Esther Chapter No. 2 became a subordinate chapter of Oziel Grand Chapter, Order of the Eastern Star, State of New Jersey. Mary Daniels was the first Worthy Matron and James Merritt, the first Worthy Patron; and

**WHEREAS**, on Sunday, May 5, 2013, Queen Esther Chapter No. 2, OES/PHA will celebrate 106 years of continuous service at an anniversary celebration to be held at the Ramada Plaza Hotel Newark Liberty International Airport, Newark, NJ. This year's theme is "Celebrating Our 106<sup>th</sup> Anniversary and Still We Rise." The following stellar individuals will be honored for their continuous service and contributions to their community.

**Masonic Family Stakeholders -Oziel Grand Chapter, OES/PHA/NI**  
**Sis. Maurice O. Wesson, PGWM & Bro. Bennie G. Anderson, PGWP**

**Religious Stakeholder**

**Elder Thyson Halley, Chosen Generation Church, Newark, NJ**

**Business Community Stakeholder**

**Mrs. Renee Goss Johnson, Flower Puff Florist, Elizabeth, NJ**

**Community/Civic Stakeholders**

**Mr. Jerry Walker, Candidate for Jersey City Mayor 2013  
Mr. Johnny Ray Hampton, Former Hudson County Deputy Registrar**

**Medical Professional Stakeholder**

**Dr. M.A. Ahmad, Cardiologist**

**Education Stakeholder**

**Dr. Frances D. Thompson**

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby join Queen Esther Chapter No.2, OES/PHA for the Jurisdiction of New Jersey, Inc. on the occasion and celebration of their 106<sup>th</sup> anniversary. We congratulate the 2013 honorees and applaud **Sis. Vera Atkinson, Worthy Matron, Bro. Carl B. Hunter, Worthy Patron, Sis. Josephine McEachin, P.M., and Sis. Bobbie J. Hampton, P.M.** on this special occasion.

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APPROVED: \_\_\_\_\_  
*[Signature]*

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
*[Signature]*  
Business Administrator

\_\_\_\_\_ *[Signature]*  
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.8.13			5.8.13			5.8.13			5.8.13		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
*Peter M. Brennan*  
Peter M. Brennan, President of Council

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

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

City Clerk File No. Res. 13-344

Agenda No. 10.V

Approved: MAY 08 2013

TITLE:



## Resolution Congratulating Snyder High School Student

### **Merzeline Nestor**

#### For Being Chosen to Receive the Prestigious Gates Millennium Scholarship

**WHEREAS**, exceptional students continuously seeking academic excellence will inspire our nation to grow intellectually, culturally, and economically stronger; and

**WHEREAS**, Merzeline Nestor, a Snyder High School senior is an exceptional student who has been named a Gates Millennium Scholar (GMS). The Gates Millennium Scholars Program is funded by a grant, established in 1999, from the Bill and Melissa Gates Foundation and has awarded over \$600 million in scholarship money. The goal of GMS is to promote academic excellence and to provide opportunities for minority students with significant financial needs to reach their highest potential; and

**WHEREAS**, Merzeline Nestor, as a GMS, is one of 1,000 in the country who will receive full college tuition through her next four years of study at any accredited college or university in the United States. More than 54,000 students applied this year, making this year's the largest and most competitive group of candidates in the program's history; and

**WHEREAS**, Merzeline Nestor may also be eligible for GMS fellowship funding for her education through the master and doctoral levels if she pursues graduate studies in the fields of computer science, education, engineering, library science, mathematics, public health or science.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City, does hereby congratulate Merzeline Nestor for being chosen to receive the prestigious Gates Millennium Scholarship. We applaud your accomplishments and wish you all of the rewards you so greatly deserve.

G:\WPDOCS\TOLONDA\RESOS\CONGRATULATING\Merzeline Nestor.docx

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

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.8.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 13-345

Agenda No. 10.W

Approved: MAY 08 2013

TITLE:



## Resolution Honoring Reverend Cynthia D. Jackson On the Occasion of Her First Pastoral Anniversary of Allen AME Church

**WHEREAS**, Cynthia D. Jackson was born in Jersey City, New Jersey to Fred and Georgia Jackson. Cynthia is a product of the Jersey City Public School System. She graduated from Lincoln High School and earned a Bachelor's of Science Degree in Criminal Justice from Jersey City State College. Cynthia then attended the District of Columbia School of Law in Washington, D.C.; and

**WHEREAS**, Cynthia D. Jackson returned to Jersey City after graduation and served as the National Director of the Law Student's Civil Rights Research Council in New York City for two years. In 1993, she established the law firm of Cynthia D. Jackson, Esquire and Associates. Cynthia has the distinction of serving as the first Black female President of the Hudson County Bar Association; and

**WHEREAS**, Cynthia D. Jackson was appointed as a Municipal Court Judge of the Jersey City Municipal Court in April of 1998. She has served as a part-time judge, full-time judge and Chief Judge of that Court. She currently serves as a full-time judge; and

**WHEREAS**, Cynthia D. Jackson was called to the ministry and earned a Masters of Divinity Degree from Payne Theological Seminary in Dayton, Ohio. In 2004, she became the first female to be ordained in the history of Mt. Pisgah AME Church in Jersey City. Cynthia was ordained an Itinerant Elder at the New Jersey Annual Conference in 2010. Reverend Cynthia D. Jackson was appointed to the pastorate of Allen AME Church in Newark, New Jersey in April 2012; and

**WHEREAS**, Cynthia D. Jackson is the proud mother of two children, Maisha and Jay. She is the loving grandmother to Arianna.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Reverend Cynthia D. Jackson on the occasion of her first pastoral anniversary at Allen AME Church. We wish her continued success.

G:\WPDOCS\TOLONDA\RESOS\CHURCHES\Reverend Cynthia Jackson.wpd

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

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

Certification Required   
 Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.8.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

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

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

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

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

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

City Clerk File No. Res. 13-346  
 Agenda No. 10.X  
 Approved: MAY 08 2013  
 TITLE:



## Resolution Honoring Bishop Tommie Howell Jr.

**WHEREAS**, Bishop Tommie Howell Jr. was born on August 19, 1943 in Sparta, Georgia to Tommie Howell Sr. and Minnie H. Howell. He was educated in the Hancock County Public School System and graduated from Hancock Central High School; and

**WHEREAS**, Bishop Tommie Howell Jr. married his high school sweetheart and relocated to Jersey City in 1963. In 1965, he was ordained a deacon. Bishop Howell and his wife, Evangelist Gertrude Howell became members of the True Gospel Holiness Church in 1970 and he served as a deacon for five years before being ordained a minister at the Holy Convocation in 1976. In 1982, as Sr. Bishop Calderon's ministry expanded, he appointed Bishop Howell as Assistant Pastor. Bishop Howell was confirmed as Pastor of True Gospel Holiness Church in 1984 and faithfully served in that capacity for fourteen years; and

**WHEREAS**, Bishop Tommie Howell, Jr. was appointed to the position of Jr. Bishop by Sr. Bishop Calderon in the Annual Holy Convocation of August 1991. He served in that position until the death of Bishop Calderon in May of 1996 when the ordaining council of True Gospel Holiness Churches ordained Jr. Sr. Bishop Howell as its Presiding Bishop/Prelate and Chief Overseer of its churches. Today, Bishop Howell is the proud Overseer of thriving churches throughout the New Jersey, Virginia, and North Carolina areas; and

**WHEREAS**, Bishop Tommie Howell Jr. loves his community and has received many awards and accolades for his dedication to his churches, family and his community. On October 22, 2011, the southwest corner of Ocean Avenue and Stevens Avenue was dedicated as *Bishop Tommie Howell Jr. Way*; and

**WHEREAS**, Bishop Tommie Howell Jr. and Evangelist Gertrude Howell are dedicated to their family and have been blessed with three children: Carolyn H. Daniels, Michael Howell, and Vernise Howell. Bishop and Evangelist Howell are also the loving grandparents to Ambria Daniels and Minister Keith Howell; and

**WHEREAS**, on Sunday, April 28, 2013, True Gospel Holiness Church will hold a Pre-Appreciation/Honorary Degree Conferring Service for Pastor and Presiding Bishop Howell for his outstanding achievements in ministry. Bishop and Evangelist Howell will be honored for their accomplishments and dedication.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Bishop Tommie Howell, Jr. We applaud his longstanding ministry and community service and wish him continued health and happiness.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

J.S.C. Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.8.13				5.8.13				5.8.13			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13-347

Agenda No. 10.Y

Approved: MAY 08 2013

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT WITH SAMUEL A. BERMAN SENIOR RESIDENCE URBAN RENEWAL, LLC FOR SAMUEL A. BERMAN SENIOR RESIDENCE

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**WHEREAS**, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

**WHEREAS**, said spending plan authorizes the City to enter into contract with for profit or non-profit entities, organized under state and federal law for the purpose of constructing affordable housing; and

**WHEREAS**, the eligible applicant must provide proof that it is the recipient of funds from another public or private source (s) that together with the AHTF will constitute sufficient funds to complete the proposed project; and

**WHEREAS**, Samuel A. Berman Senior Residence Urban Renewal LLC, a for profit developer, proposes to acquire, demolish and construct a 37 unit senior residence to consist of 36 low income units (5 ≤ 30% AMI, 31 ≤ 60% AMI) and one (1) super unit; and

**WHEREAS**, Samuel A. Berman Senior Residence will contain a ground floor common area, community room and outdoor courtyard and will be located at 69 Bentley Avenue, Block 17702, Lot 26; and

**WHEREAS**, the total development cost for this project is \$9,208,572. Proposed financing will consist of the following sources: Low Income Housing Tax Credits- \$5,673,293, Historic Tax Credits - \$1,781,640, CDBG-DR - \$918,360 and Affordable Housing Trust Funds - \$835,279; and

**WHEREAS**, the City supports this project and is recommending the project for \$835,279 in Affordable Housing Trust Funds.

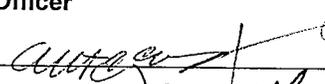
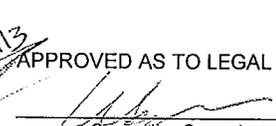
**TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT WITH SAMUEL A. BERMAN SENIOR RESIDENCE URBAN RENEWAL,LLC FOR SAMUEL A. BERMAN SENIOR RESIDENCE**

**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 enter into an Affordable Housing Trust Fund Agreement (AHTF) with Samuel A. Berman Senior Residence Urban Renewal, LLC for the acquisition, demolition and new construction of Samuel A. Berman Senior Residence to create 36 units of Senior housing.
- 2) This commitment of funds is conditioned on the recipient receiving additional financing commitments as detailed on the previous page of at least \$8,373,293 and furnishing proof of same to the City within six (6) months. The six month deadline for proof of funds may be extended for good cause at the discretion of the Director of the Division of Community Development.
- 3) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$835,279 are available in Account No. 17-293-56-000-025. (PO#109891)

  
 Donna L. Mauer  
 Chief Financial Officer

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

Certification Required

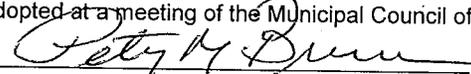
APPROVED 7-0 Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.13											
COUNCILPERSON	AY	NAY	N.V.	COUNCILPERSON	AY	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

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

**FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT WITH SAMUEL A. BERMAN SENIOR RESIDENCE URBAN RENEWAL,LLC FOR SAMUEL A. BERMAN SENIOR RESIDENCE**

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

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

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

New Construction of a 37 unit senior residence to consist of 36 affordable units and one (1) super unit.

**ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Creation of affordable senior housing.

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

\$9,208,572

**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

November 2013

**ANTICIPATED COMPLETION DATE:**

December 2014

**I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.**

*Darice Toon*  
SIGNATURE OF DIVISION DIRECTOR

5/1/13  
DATE

*Deputy*  
SIGNATURE OF DEPARTMENT DIRECTOR

MAY 1, 2013  
DATE

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

City Clerk File No. Res. 13-348

Agenda No. 10.Z

Approved: MAY 08 2013

TITLE:



**RESOLUTION SUPPORTING THE JACKSON GREEN HOUSING DEVELOPMENT IN THE MARTIN LUTHER KING DRIVE REDEVELOPMENT AREA, SUPPORTING THE PORTION OF THE DEVELOPMENT TO BE FINANCED UNDER THE CHOICE PROGRAM OF NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AND AUTHORIZING THE SUBORDINATION OF CITY LIENS UNDER THE CDBG, HOME AND AFFORDABLE HOUSING TRUST FUND PROGRAMS.**

COUNCIL  
resolution:

offered and moved adoption of the following

**WHEREAS**, the Municipal Council of the City of Jersey City, at its meeting on September 12, 2012, adopted Resolution 12-710 authorizing the City, the Jersey City Redevelopment Agency ("JCRA") and TRF Development Partners, Inc. ("TRFDP") to apply for construction financing and subsidy funding from the New Jersey Housing and Mortgage Finance Agency ("HMFA") under its Choices in Home Ownership Incentives Created for Everyone ("CHOICE") program for a 22 unit housing development in the Martin Luther King Drive Redevelopment Area known as "Jackson Green"; and

**WHEREAS**, on September 19, 2012, JCRA and TRFDP entered into a Redevelopment Agreement under which JCRA will sell the 24 parcels of property, after subdivision, on which Jackson Green will be located for a purchase price of \$435,600, which Redevelopment Agreement was subsequently assigned from TRFDP to TRFDP - Jackson Green, LLC (the "Redeveloper"); and

**WHEREAS**, under the Redevelopment Agreement, JCRA is providing acquisition financing by taking back a mortgage for the full acquisition amount of \$435,600.00 (the "Acquisition Mortgage"), said amount to be repaid by the Redeveloper from the proceeds of unit sales, after repayment of the construction lenders and appropriate Project expenses; and

**WHEREAS**, on December 11, 2012, HMFA issued a CHOICE funding commitment for 18 units of housing in Jackson Green as outlined in Exhibit A hereto (the "CHOICE Project," CHOICE #11-95); and

**WHEREAS**, 8 of the units in the CHOICE Project must be affordable to families whose income is less than 80% of area median income and 10 of the units in the CHOICE Project must be market-rate units not restricted as to income eligibility (the "Emerging Market Units"); and

**WHEREAS**, the CHOICE Subsidy will benefit the homebuyers of the Emerging Market Units set forth on Exhibit A, and, therefore, during a 15 year period the HMFA will be permitted to recoup from the homebuyer, when applicable, all or a portion of the CHOICE Subsidy from the net proceeds of the first sale of the unit by the homebuyer during that period; and

**WHEREAS**, the HMFA CHOICE commitment will provide construction financing in the amount of \$1,205,659 and a subsidy allocation not to exceed \$500,000.00 (the "CHOICE Subsidy"); and

**WHEREAS**, the Municipal Council desires to approve the CHOICE Project recognizing that an affordable housing grant from HMFA for an amount not to exceed the maximum amount allowed in accordance with the CHOICE Subsidy is for the purpose of subsidizing the construction of home ownership units; and

**WHEREAS**, the Municipal Council recognizes the Redeveloper as the developer/sponsor for the CHOICE Project; and

**WHEREAS**, under the CHOICE Program, The Reinvestment Fund (the "Lead Lender") has committed to provide additional construction financing for the CHOICE Project in the amount of \$1,205,659; and

TITLE:

**RESOLUTION SUPPORTING THE JACKSON GREEN HOUSING DEVELOPMENT IN THE MARTIN LUTHER KING DRIVE REDEVELOPMENT AREA, SUPPORTING THE PORTION OF THE DEVELOPMENT TO BE FINANCED UNDER THE CHOICE PROGRAM OF NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AND AUTHORIZING THE SUBORDINATION OF CITY LIENS UNDER THE CDBG, HOME AND AFFORDABLE HOUSING TRUST FUND PROGRAMS.**

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**WHEREAS**, the construction loans of the Lead Lender and the HMFA will be secured on a *pari passu* basis by a first mortgage lien on the CHOICE Project, with the CHOICE Subsidy secured by a second mortgage lien; and

**WHEREAS**, the Redevelopment Agreement provides for the \$435,600 JCRA acquisition mortgage to be subordinated only to the mortgages necessary to secure construction funding, including the CHOICE Subsidy; and

**WHEREAS**, the City of Jersey City has committed \$3,033,000 of combined CDBG, HOME and Affordable Housing Trust Fund ("AHTF") grant monies (the "City Subsidies") to the Jackson Green development, of which sum \$504,569.00 of HOME funds and \$44,182.00 of AHTF funds is committed to the CHOICE Project; and

**WHEREAS**, the City and the redeveloper have been working together on an infrastructure project to benefit all 22 units in the Jackson Green development, and the City has earmarked \$1,652,223.00 in CDBG funds for the infrastructure project; and

**WHEREAS**, the City and the Redeveloper have been working together on an additional 4 housing units (independent of the CHOICE program) in the Jackson Green development, and the City has earmarked \$822,208.00 in HOME and \$9,818.00 in Jersey City Affordable Housing Trust Funds for this initial phase of development; and

**WHEREAS**, to ensure the Redeveloper's compliance with CDBG, HOME and AHTF program requirements, the Redeveloper must execute and deliver a promissory note requiring recoupment of City Subsidies in the event of non-compliance, said note to be secured by a mortgage on the Jackson Green development (the "City Mortgage"); and

**WHEREAS**, the Municipal Council desires to provide for the appropriate subordination of the City's Mortgage to the mortgages of the Lead Lender, HMFA and JCRA.

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

1. The City of Jersey City does hereby support the Redeveloper's application for CHOICE funding from HMFA and acknowledges that the processing and expenditure of funds shall be in accordance with the terms of the CHOICE program and the Subsidy; and
2. The City of Jersey City does hereby reaffirm its commitment of \$504,569.00 of HOME funds and \$44,182.00 of AHTF funds to the CHOICE Project; and
3. The City's Mortgage shall be subordinated to the construction loan mortgages of the Lead Lender and HMFA, the CHOICE Subsidy mortgage of HMFA and the JCRA Acquisition Mortgage; and
4. Subject to such modifications as deemed necessary or appropriate by the Business Administrator or Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute and deliver such subordination agreement, intercreditor agreements and such other documents and instruments which may be necessary or appropriate to effectuate the purpose of this Resolution and the objectives of the CDBG, HOME and AHTF programs.

TITLE:

**RESOLUTION SUPPORTING THE JACKSON GREEN HOUSING DEVELOPMENT IN THE MARTIN LUTHER KING DRIVE REDEVELOPMENT AREA, SUPPORTING THE PORTION OF THE DEVELOPMENT TO BE FINANCED UNDER THE CHOICE PROGRAM OF NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AND AUTHORIZING THE SUBORDINATION OF CITY LIENS UNDER THE CDBG, HOME AND AFFORDABLE HOUSING TRUST FUND PROGRAMS.**

**EXHIBIT A**

Unit Type	Homeowner	Total
Low Income* (priced up to 45% ROA affordable to 50%)	0	0
Moderate Income* (priced up to 55% ROA affordable to 60%)	0	0
Moderate Income* (priced up to 72% ROA affordable to 80%)	8	8
Emerging Market Unit	10	10
<b>Total</b>	<b>18</b>	<b>18</b>

\*These units will be designated as affordable units and will carry UHAC type income and resale restrictions.

APPROVED: *Denise D'Amico* <sup>AS</sup> <sup>5/8/13</sup> APPROVED AS TO LEGAL FORM  
 APPROVED: *John Tully* Business Administrator *W. Scott* Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.8.13											
COUNCILPER	A	NA	N.V	COUNCILPERS	AY	NA	N.V	COUNCILPERS	AY	NA	N.V
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			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

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

*Robert Byrne*  
 Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

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

**FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:**

**RESOLUTION SUPPORTING THE JACKSON GREEN HOUSING DEVELOPMENT IN THE MARTIN LUTHER KING DRIVE REDEVELOPMENT AREA, SUPPORTING THE PORTION OF THE DEVELOPMENT TO BE FINANCED UNDER THE CHOICE PROGRAM OF NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY AND AUTHORIZING THE SUBORDINATION OF CITY LIENS UNDER THE CDBG, HOME AND AFFORDABLE HOUSING TRUST FUND PROGRAMS.**

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

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

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

Creation of 22 townhomes

**ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Creation of mixed income housing

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

No additional cost to the City. The resolution is to support the request for NJHMFA CHOICE funding.

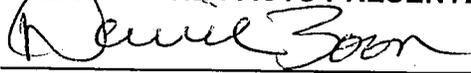
**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

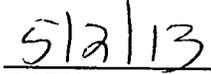
Underway

**ANTICIPATED COMPLETION DATE:**

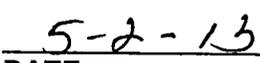
December 2013

**I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.**

  
\_\_\_\_\_  
SIGNATURE OF DIVISION DIRECTOR

  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

  
\_\_\_\_\_  
DATE

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

City Clerk File No. Res. 13-349  
 Agenda No. 10.Z.1  
 Approved: MAY 08 2013  
 TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING AN AMENDMENT OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY PUBLIC EMPLOYEES, INC., LOCAL 245**

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

**WHEREAS**, on March 28, 2013 the Municipal Council approved a new contract between the City of Jersey City and the Jersey City Public Employees, Inc., Local 245 from July 1, 2011 through December 31, 2014; and

**WHEREAS**, subsequent to this agreement the Municipal Council approved new contracts with Jersey City Public Employees, Inc., Local 246 and Jersey City Supervisors Association with a minor change in longevity schedule for existing employees; and

**WHEREAS**, historically all the civilian unions have had the same longevity pay benefits; and

**WHEREAS**, it has always been the City's goal to be fair and treat our civilian unions with similar contractual benefits throughout the negotiation process; and

**WHEREAS**, the City of Jersey City wishes to amend the provisions regarding "longevity pay" within the agreement with Jersey City Public Employees, Inc., Local 245 to match the provisions within the agreements with Jersey City Public Employees, Inc., Local 246 and Jersey City Supervisors Association.

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the agreement entered into by and between the City of Jersey City and Jersey City Public Employees, Inc., Local 245, is hereby amended to reflect the "longevity pay" as discussed above and the Mayor or Business Administrator is hereby authorized to sign the amendment on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement .

RJK  
5/1/13  
 APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM  
 \_\_\_\_\_  
 ASST. Corporation Counsel

Certification Required   
 Not Required

**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								5.8.13			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

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

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

*Peter M. Brennan*  
 \_\_\_\_\_  
 Peter M. Brennan, President of Council

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

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

City Clerk File No. Res. 13-350  
 Agenda No. 10.Z.2  
 Approved: MAY 08 2013  
 TITLE: \_\_\_\_\_



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
 BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY  
 SUPERVISORS 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 Supervisors 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 July 1, 2011 through December 31, 2014; 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 Jersey City Supervisors 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  
 5/1/13

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
Business Administrator Corporation Counsel

Certification Required   
 Not Required   
**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <span style="float: right;">5.8.13</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

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

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

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

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

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

City Clerk File No. Res- 13-351

Agenda No. 10.Z.3

Approved: MAY 08 2013

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY SUPPORTING PSE&G'S ENERGY STRONG PROGRAM

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

**WHEREAS**, the State of New Jersey has experienced a series of extreme weather events over the last two years, including but not limited to: Hurricane Irene, the October 2011 snowstorm, Superstorm Sandy and an accompanying Nor'easter;

**WHEREAS**, the City of Jersey City was impacted by those extreme weather events, including but not limited to: a loss of vital records and public offices;

**WHEREAS**, Public Service Electric and Gas Company ("PSE&G") provides the City of Jersey City with electric and/or gas service;

**WHEREAS**, Superstorm Sandy severely damaged PSE&G infrastructure, flooding electrical substations due to storm surges, downing power lines and poles due to high winds and fallen trees, and the destruction of gas meters due to contact with water.

**WHEREAS**, the damages to PSE&G's infrastructure contributed to the impact on the City of Jersey City; and

**WHEREAS**, the New Jersey Board of Public Utilities ("BPU") issued an order on January 23, 2013 directing the State's electric and gas utilities, including PSE&G, to implement certain recommendations in the areas of: "Preparedness efforts", "Communications", "Restoration and response", "Post event", and "Underlying infrastructure issues";

**WHEREAS**, PSE&G submitted an infrastructure filing on February 20, 2013 entitled "Energy Strong";

**WHEREAS**, "Energy Strong" proposes an investment of \$3.9B worth of infrastructure projects over a 10-year period to enhance PSE&G's electrical and gas system, including but not limited to: fortifying electrical stations, replacing and modernizing cast iron gas mains, deploying smart grid technologies, improving pole distribution systems, creating more redundancies, undergrounding of electricity lines, and protecting gas metering stations;

**WHEREAS**, the City of Jersey City would benefit from the proposed investments in the "Energy Strong" filing;

**NOW THEREFORE BE IT RESOLVED**, that the City of Jersey City formally declares its support for PSE&G's "Energy Strong" program.

G:\WPDOCS\AMANDA\Resolution\PSE&G.docx

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												5.8.13			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.				
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓						
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓						
LOPEZ	✓			COLEMAN				BRENNAN, PRES	✓						

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13-352

Agenda No. 10.Z.4

Approved: MAY 08 2013

TITLE:



## Resolution Celebrating The Centennial of Abraham Lincoln High School 1912 - 2012

**Whereas**, Abraham Lincoln High School opened in September, 1912 in the old Hasbrouck Institute Building on Harrison Avenue. It opened in September 1919 as a newly constructed school building at its present location on Crescent Avenue; and

**Whereas**, heading the new school was Charles Crawford Wilson, a Harvard graduate, "whose splendid, ambitious and determined endeavors for this school," inspired "a like spirit" in his students; and

**Whereas**, it was Principal Wilson who chose the name Lincoln High School. Though his leadership, Lincoln was elevated as a premier academic institution in New Jersey for many years; and

**Whereas**, the history of Lincoln High School is rich. More than an academic institution, Lincoln High School played a big part in both World Wars. The school was not only a community resource during tough times, it sent many young men off to fight the wars. During the Great Depression the school was kept open during the summer; and

**Whereas**, current day Lincoln High School continues to be a credit to the community. Lincoln High School has graduated many community leaders, successful business professionals and their ROTC program has sent many cadets to West Point; and

**Whereas**, under the leadership of Principal Cheryl Richardson-Evans and Vice Principals; Chris Gadsden, Monica Patel and Francisco Velez, Lincoln High School serves over 900 students in grades 9 through 12. The school, in addition to preparing students for future success in business and industry, has excelled in athletics and has won countless championships in a wide array of sports.

**Now, Therefore Be It Resolved**, that the Municipal Council the City of Jersey City proudly celebrates the centennial of Abraham Lincoln High School. We applaud the efforts of the students, faculty and administrators who work hard to achieve such great success.

G:\WPDOCS\UANET\RESOLUTION\CELEBRAT\LINCOLN HIGH SCHOOL.wpd

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: [Signature] [Signature]  
 Business Administrator Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE							5.8.13				
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			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. 13-353  
 Agenda No. 10.Z.5  
 Approved: MAY 08 2013



TITLE:

**RESOLUTION AMENDING A CONTRACT WITH WINNER FORD FOR THE PURCHASE OF FORD F350 VEHICLES PURSUANT TO STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

**WHEREAS**, Resolution No. 13-253, approved on April 10, 2013, awarded a contract to Winner Ford for the purchase of five (5) Ford F350 vehicles pursuant to N.J.S.A. 40A:11-12 because Winner Ford is the holder of State Contract # A 83558; and

**WHEREAS**, the City of Jersey City (City) needs to increase the contract amount with Winner Ford by an additional \$67,410.00 because the City needs these optional parts and equipment which are covered by the state contract in order to be able to function; and

**WHEREAS**, funds in the amount of \$67,410.00 are available in Automotive Capital Account No. 04-215-55-918-990; and

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

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

1. The above recitals are incorporated herein by reference;
2. A change order in the amount of \$67,410.00 increasing the total contract amount with Winner Ford from \$99,835.00 to \$167,245.00 is hereby approved; and
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, Chief Financial Officer of the City of Jersey City, certify that funds in the amount of \$67,410.00 are available in Automotive Capital Account No. 04-215-55-918-990. Purchase Order # 109869

RWH/sb

May 3, 2013

APPROVED: Rodney Hadley 5/3/13 APPROVED AS TO LEGAL FORM  
 Rodney W. Hadley, Director, Department of Public Works

APPROVED: [Signature]  
 Business Administrator

APPROVED: [Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5.8.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			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

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

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

RESOLUTION AMENDING A CONTRACT WITH WINNER FORD FOR THE PURCHASE OF FORD F350 VEHICLES PURSUANT TO STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.

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

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

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

To provide various optional parts that are missing.

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

RESOLUTION AMENDING A CONTRACT WITH WINNER FORD FOR THE PURCHASE OF FORD F350 VEHICLES PURSUANT TO STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.

5. Anticipated benefits to the community:

To provide various optional parts that are missing.

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

The cost of this amending contract is sixty seven thousand four hundred and ten dollars (\$67,410.00).

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

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

ASAP.

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

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

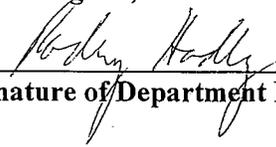
10. Additional comments:

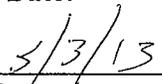
Resolution proposed at the recommendation of the Director of Automotive Maintenance.

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

Peter Folgado, Director of Purchasing, RPPO, QPA

Date:

  
Signature of Department Director

  
Date:

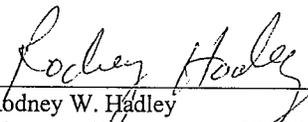
CERTIFICATION OF RODNEY W. HADLEY

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AMENDING A CONTRACT WITH WINNER FORD FOR THE PURCHASE OF FORD F350 VEHICLES PURSUANT TO STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.**
3. The total funds requested for this amending contract is \$67,410.00.
4. The funds are available in Automotive Maintenance Capital Account No. 04-215-559-918-990.
5. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: \_\_\_\_\_

5/3/13

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

*Michael Drahuschak  
Winner Ford  
Commercial Account Manager  
(856) 427-2792 Phone  
(856) 428-4718 Fax  
mdrahuschak@winnerford.com*

**2013 FORD F350 A83558**

**NEW JERSEY CONTRACT**

**Standard Equipment per Specifications**

6.2L 2-Valve SOHC V8

LT245/75Rx17E BSW AS

4 Wheel Anti-Locking Braking System

AM/FM Stereo/Digital Clock and 2 Speakers

Black Vinyl Floor Covering

Driver/Passenger Air Bag

Air Conditioning

Tachometer, Speedometer, Oil Pressure, Coolant Temperature, Fuel Gauge,

Engine Hour Meter,

Heavy Duty Vinyl Full Bench 40/20/40

Spare Tire/Wheel

Standard Trim

REGULAR CAB 4X2

\$19,967

Available Factory Options

6.7L Diesel

\$8095

Limited Slip Rear Axle

\$390

Snow Plow Package

\$85

Cab Steps

\$370

Engine Block Heater

\$75

Additional Truck Equipment Available for the Purpose of Quotation Request

4x4

\$3567

Hitch

\$350

Spray In Bedliner

\$550

Total Truck & Equipment \$33,449

*\$13,482.00 Each*

*X 5*

*\$67,410.00 → TOTAL*

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

City Clerk File No. Res. 13-253

Agenda No. 10.H

Approved: APR 10 2013

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE OF FORD F350 VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

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

**WHEREAS**, there exists a need for Five (5) Ford 4x4 Vehicles for the Department of Public Works, Automotive Division; and

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

**WHEREAS**, Winner Ford, 250 Haddonfield Berlin Road, Cherry Hill, New Jersey 08034 is in possession of State Contract No. A83558, submitted a proposal for Ford F350 4x4 Vehicles; and

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

Account	P.O. #	State Contract	Total Contract
04-215-55-917-990	109548	A83558	\$99,835.00

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

**WHEREAS**, as per the Director of Automotive, the Five (5) Ford F350 Vehicles are in compliance with the Mayor's Green Initiative Program, Ordinance 09-004; and

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

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

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

**RESOLVED**, 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.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO WINNER FORD FOR THE PURCHASE OF FORD TRANSIT VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

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

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

<b>Account</b>	<b>P.O. #</b>	<b>State Contract</b>	<b>Total Contract</b>
04-215-55-917-990	109548	A83558	\$99,835.00

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

PF/pv  
3/28/13

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
City Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.10.13											
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 Byrns, City Clerk

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

City Clerk File No. Res. 13-354  
 Agenda No. 10.Z.6  
 Approved: MAY 08 2013  
 TITLE:



## RESOLUTION DESIGNATING THE WEEK OF MAY 19-25, 2013, AS EMERGENCY MEDICAL SERVICES WEEK

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

**WHEREAS**, Jersey City Medical Center's Emergency Medical Services is a vital public service; and

**WHEREAS**, Jersey City Medical Center has been providing Emergency Medical Services to the City of Jersey City for 130 Years; and

**WHEREAS**, the members of Jersey City Medical Center's Emergency Medical Services are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

**WHEREAS**, the members of Jersey City Medical Center's Emergency Medical Services engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey, City in recognition of this event, does hereby designate the week of May 19-25, 2013, as **EMERGENCY MEDICAL SERVICES WEEK** with the theme, EMS: One Mission. One Team.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE							5.8.13				
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			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.

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 Peter M. Brennan, President of Council

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 Robert Byrne, City Clerk