

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

City Clerk File No. Res. 14.412

Agenda No. 10.A

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2014 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 2014 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, the total temporary budget resolutions adopted in Calendar Fiscal Year 2014 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$375,132,576.77**

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:
20-110 MAYOR'S OFFICE SW	\$648,300.00	\$806,920.00
MAYOR'S OFFICE OE	\$23,895.00	\$30,395.00
20-120 CITY CLERK SW	\$509,634.60	\$585,500.00
20-123 CITY COUNCIL SW	\$350,520.00	\$395,520.00
20-100 ADMINISTRATOR'S OFFICE SW	\$952,862.50	\$1,180,863.00
20-102 PURCHASING SW	\$400,800.00	\$468,800.00
PURCHASING OE	\$28,050.00	\$34,050.00
20-103 REAL ESTATE SW	\$103,206.30	\$120,017.00
20-106 COMMUNICATIONS SW	\$281,202.60	\$331,203.00
20-107 UTILITY MANAGEMENT SW	\$297,300.00	\$327,099.00
20-131 TREASURY & DEBT MANAGEMENT SW	\$171,550.00	\$198,455.00
20-134 ACCOUNTS & CONTROL SW	\$291,726.00	\$342,614.00
20-140 INFORMATION TECHNOLOGY SW	\$570,360.00	\$588,395.00
INFORMATION TECHNOLOGY OE	\$648,000.00	\$848,000.00
20-145 COLLECTIONS SW	\$546,600.00	\$583,100.00
20-150 ASSESSOR SW	\$543,828.00	\$655,316.00
20-155 LAW SW	\$1,625,952.30	\$2,015,288.00

TITLE:

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY
APPROPRIATION**

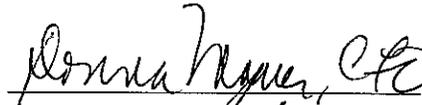
		FROM:	TO:
21-180	CITY PLANNING SW	\$465,438.90	\$513,849.00
21-186	ZONING OFFICER SW	\$144,596.20	\$172,672.00
22-195	CONSTRUCTION CODE SW	\$1,184,916.00	\$1,193,551.00
22-171	ECONOMIC DEVELOPMENT SW	\$123,976.00	\$142,971.00
22-196	TENANT LANDLORD RELATIONS SW	\$144,120.00	\$416,580.00
22-198	HOUSING CODE ENFORCEMENT SW	\$434,410.40	\$531,296.00
25-240	POLICE SW	\$58,860,000.00	\$71,089,800.00
	POLICE OE	\$1,673,242.10	\$1,873,243.00
25-270	PUBLIC SAFETY DIRECTOR'S OFFICE SW	\$300,000.00	\$587,000.00
25-265	FIRE SW	\$37,075,008.60	\$45,425,709.00
25-267	OSHA - FIRE OE	\$210,000.00	\$350,000.00
26-290	PUBLIC WORKS - DIRECTOR SW	\$300,000.00	\$612,322.00
26-291	BUILDING & STREET MAINTENANCE SW	\$1,341,198.60	\$1,696,565.00
	BUILDING & STREET MAINTENANCE OE	\$902,760.00	\$1,102,760.00
26-315	AUTOMOTIVE SERVICES SW	\$560,674.10	\$793,735.00
	AUTOMOTIVE SERVICES OE	\$1,779,672.00	\$1,979,672.00
28-375	PARK MAINTENANCE SW	\$1,266,040.90	\$1,767,840.00
27-330	HEALTH & HUMAN SERVICES DIRECTOR SW	\$465,640.40	\$679,377.00
27-331	HEALTH SW	\$1,265,022.00	\$1,534,020.00
27-333	CLINICAL SERVICES SW	\$174,324.00	\$195,629.00
28-370	RECREATION SW	\$1,609,880.50	\$2,551,069.00
	RECREATION OE	\$267,480.00	\$517,480.00
43-490	MUNICIPAL COURT SW	\$2,061,720.00	\$2,347,744.00
43-495	PUBLIC DEFENDER OE	\$154,400.00	\$154,700.00
	Division of Human Resources SW	\$491,316.00	\$508,267.00
	Division of Human Resources OE	\$112,770.00	\$66,935.00
20-115	H.R. Director's Office SW	\$0.00	\$45,000.00
	H.R. Director's Office OE	\$0.00	\$45,000.00

TITLE:

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

		FROM:	TO:
20-116	Workforce Management SW	\$0.00	\$65,000.00
	Workforce Management OE	\$0.00	\$3,500.00
20-117	Health Benefits SW	\$0.00	\$35,000.00
	Health Benefits OE	\$0.00	\$750.00
20-118	Pension SW	\$0.00	\$55,000.00
	Pension OE	\$0.00	\$1,500.00
20-119	Payroll SW	\$0.00	\$100,000.00
	Payroll OE	\$0.00	\$2,600.00
30-471	Prior Year Bills	\$12,531.00	\$21,021.00
29-390	Jersey City Public Library	\$4,740,000.00	\$5,740,000.00
	Clean Community Grant (2014)	\$0.00	\$328,191.00
	Childhood Lead Poisoning Prevention	\$0.00	\$22,000.00
	MAP- Various Streets	\$0.00	\$1,073,590.00
	Summer Works Initiative (JCEDC)	\$0.00	\$100,000.00
	Municipal Drug Alliance	\$145,755.00	\$413,134.00
	TOTAL INCREASE:		\$30,106,926.75

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2014 Municipal Budget.

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

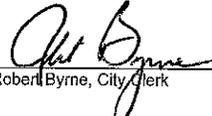
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ET (Resolution Authorizing an Emergency Temporary Appropriation)

Initiator

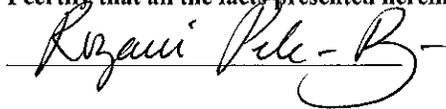
Department/Division	Administration	Budget
Name/Title	Rozani Pelc-Penteado	Principal Account Clerk
Phone/email	201-547-4964	PelcR@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To increase temporary budget to cover salary & wages expenses up to August 30th.
To increase the OSHA Fire and Prior Year Bills temporary budget for contractual obligations, also to include new grant funds received.

I certify that all the facts presented herein are accurate.



June 16th, 2014

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

City Clerk File No. Res. 14.413

Agenda No. 10.B

Approved: JUN 25 2014

TITLE:

Resolution Authorizing an Estimated 3rd quarter 2014 Tax Bill.



**COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:**

OFFERED AND MOVED

WHEREAS, on July 14, 1994, the public law of 1994, Chapter 72 of the State of New Jersey; and

WHEREAS, The law, which is an act concerning the delivery and payment of real property tax bills, requires that the governing body of each municipality operating under the state calendar year, shall authorize the City Tax Collector if necessary to issue an estimated tax bill; and

WHEREAS, The municipal levy shall be calculated for the third quarter 2014 using an estimated amount of \$ 217,474,339.00; and

WHEREAS, The fourth quarter 2014 will reflect the balance due on the municipal portion once the budget is adopted; and

WHEREAS, I have discussed this billing with the Budget Officer, Business Administrator and Chief Financial Officer as to the amount to bill;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, in accordance with the Public Laws of 1994, Chapter 72, hereby certifies the Tax Collector to mail an estimated 3rd 2014 tax bill.

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

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

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

Resolution Authorizing an estimated 3rd quarter 2014 tax bill.

Initiator

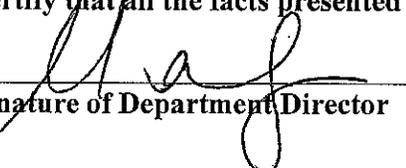
Department/Division	Administration	Tax Collections
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	201-547-5120	Maureen@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To allow the municipality to have a steady cash flow to operate with while waiting for approval from the State for adoption of the municipal budget.

I certify that all the facts presented herein are accurate.


Signature of Department Director

6-13-14
Date

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

City Clerk File No. Res. 14-414

Agenda No. 10.C

Approved: JUN 25 2014

TITLE:

**RESOLUTION AUTHORIZING A REFUND/CREDIT OF
\$1,299,085.47 AND A REDUCTION IN ASSESSMENT
TO SETTLE TAX APPEALS FILED BY EVERGREEN AMERICA CORP.**



**COUNCIL
OF THE FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION

WHEREAS, complaints were filed in the Tax Court of New Jersey challenging the real estate tax assessment for the 2010 through 2014 tax years as indicated on the attached Schedule A; and

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

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

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

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

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

These settlements will result in a refund and/or credit in the amount of \$1,299,085.47.

MAM/mw
6-14-14

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

14.414 JUN 25 2014

Schedule A - Dated June 13, 2014, Meeting June 25, 2014

Block	Lot	Tax Year	Taxpayer/ Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
11608	4*	2010	Evergreen America	310 Washington St.	\$ 4,390,000	\$4,390,000	\$ -0-	\$ -0-
11608	4*	2011	Evergreen America	310 Washington St.	\$ 4,390,000	\$4,390,000	\$ -0-	\$ -0-
11608	4*	2012	Evergreen America	310 Washington St.	\$ 4,390,000	\$4,390,000	\$ -0-	\$ -0-
11608	4*	2013	Evergreen America	310 Washington St.	\$ 4,390,000	\$4,390,000	\$ -0-	\$ -0-
11613	1**	2010	Evergreen America	1 Evertrust Plaza	\$21,540,200	\$17,540,200	\$4,000,000	\$276,120.00
11613	1**	2011	Evergreen America	1 Evertrust Plaza	\$21,540,200	\$17,540,200	\$4,000,000	\$280,320.00
11613	1**	2012	Evergreen America	1 Evertrust Plaza	\$21,540,200	\$17,540,200	\$4,000,000	\$287,360.00
11613	1**	2013	Evergreen America	1 Evertrust Plaza	\$19,678,500	\$17,540,200	\$2,138,300	\$156,645.47
11613	1**	2014	Evergreen America	1 Evertrust Plaza	\$21,540,200	\$17,540,200	\$4,000,000	\$298,640.00***
					Total			\$1,299,085.47

(* known as Block 73.74, Lot 2 during the 2010 through 2012 tax years)

(** known as Block 104.105, Lot PLA during the 2010 through 2012 tax years)

(*** estimated, using the 2013 tax rate of \$74.66 per thousand dollars of assessed valuation)

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING A REFUND/CREDIT OF
\$1,299,085.47 AND A REDUCTION IN ASSESSMENT
TO SETTLE TAX APPEALS FILED BY EVERGREEN AMERICA CORP.**

Initiator

Department/Division	Tax Assessor	Tax Assessor
Name/Title	Ed Toloza	Tax Assessor
Phone/email	201-547- 47074	Edward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Evergreen America Corp., the owner of the properties listed on the attached page. The refund results from an agreement that the assessment on the property with the 17-story office building fell outside the range permitted for the 2010 through 2014 tax years. The total tax dollar refund for this appeal is \$1,299,085.47.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



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

EDUARDO TOLOZA, CITY ASSESSOR

Telephone: (201) 547-5132

Fax: (201) 547-4949

MEMORANDUM

DATE: June 13, 2014

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

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: **Proposed Resolution/Tax Appeal Settlement Agreement**

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Evergreen America Corp., the owner of the properties listed on the attached page. The refund results from an agreement that the assessment on the larger property fell outside the range permitted for the 2010 through 2014 tax years. The total tax dollar refund for this appeal is \$1,299,085.47.

The subject properties, a 17-story office building, built in 1986, and its adjacent parking lot, have been owned by Evergreen America Corp. since 1995. In evaluating their appeal, we did the analysis that is done with all commercial property under appeal. Commercial property is valued by analyzing the income and expenses derived from the management of the property, comparing those numbers to those of similar types of properties to see if they represent the general market, and then arriving at a market value. The analysis of the subject led to a market value significantly less than its equalized value, which is derived by dividing the assessment by the ratio for each of the years under appeal. This was especially true for the 2013 tax year, since the property sustained significant damage during Hurricane Sandy in late 2012 and was unusable for many months. While the State allowed a temporary adjustment to the assessment for that year, based on a specific formula provided by the State, the adjusted assessment was still much higher than it should have been. It should be noted that even prior to the hurricane, the building had a high vacancy rate. Also, it is older than most of its competition closer to the waterfront and does not have any of the amenities that are more common in newer buildings.

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

ET/mm

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

City Clerk File No. Res. 14.415

Agenda No. 10.D

Approved: JUN 25 2014

TITLE:



**RESOLUTION CANCELING THE SALE OF REAL PROPERTY
NOT NEEDED FOR PUBLIC USE, PURSUANT TO N.J.S.A. 40A:12-13,
BLOCK 24902 LOT 15 LOCATION 101 MARTIN LUTHER KING
DRIVE.**

COUNCIL offered and moved adoption of the following
Resolution:

WHEREAS, The Municipal Council of the City of Jersey City passed and adopted a resolution on January 29, 2014 authorizing the sale of certain real property not needed for public use by public sale to the highest bidder in accordance with N.J.S.A. 40A: 12-13; and

WHEREAS, in pursuance to said resolution such sale was held on Thursday, March 6, 2014 in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey; and

WHEREAS, at said public sale Block 24902 Lot 15, 101 Martin Luther King Drive was conditionally sold to: CBR Investments, LLC, 1350 Hudson Road, Teaneck, New Jersey; and

WHEREAS, the sale of the above mentioned property was confirmed by the Municipal Council on March 12, 2014; and

WHEREAS, the above sale be canceled and the deposit in the amount of \$4,000.00 be refunded due to the fact that the City cannot give clear title to the property.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council that the purchase of the above mentioned property to the aforementioned purchaser is hereby canceled and the deposit in the amount of \$4,000.00 be refunded.

APPROVED: *Ann Marie Kelly, Real Estate Manager*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION CANCELING THE SALE OF REAL PROPERTY NOT NEEDED FOR PUBLIC USE, PURSUANT TO N.J.S.A. 40A: 12-13, BLOCK 24902 LOT 15 LOCATION 101 MARTIN LUTHER KING DRIVE.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City cannot give clear title to the property.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

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

City Clerk File No. Res. 14.164

REPLACEMENT

Agenda No. 10.Z.4

Approved: _____

TITLE:



RESOLUTION CONFIRMING THE SALE OF CITY OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE, HELD ON
March 6, 2014.

COUNCIL _____ offered and moved adoption
of the following resolution:

WHEREAS, on January 29, 2014, the Municipal Council of the City of Jersey City passed and adopted a resolution authorizing the sale of certain public lands not needed for public use, by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13; and,

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

WHEREAS, in pursuance to said resolution such public sale was held in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey on March 6, 2014 at ten o'clock in the forenoon, local time; and,

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said sale of the following property is ratified, subject to any conditions or terms effecting the sale or reversionary deed, as the case may be,

BE IT FURTHER RESOLVED, that the said contract of sale, and deed may be executed by the authorized officials of the City of Jersey City.

<u>BLOCK</u>	<u>LOT(S)</u>	<u>LOCATION</u>	<u>PURCHASER</u>	<u>PRICE</u>
14602	24,25,26	274-278 Duncan Avenue	Lasani Group Inc. 99 Clarke Avenue Jersey City, N.J. 07304	\$ 105,000.00
21401	30	175 Clerk Street	Bryan Williams 100 West 3 rd Street Apt. 3R Bayonne, N.J. 07002	\$ 70,000.00
21402	13	249 Arlington Avenue (inside)	Juan Pablo Cabrera 249 Arlington Avenue Jersey City, N.J. 07305	\$ 5,000.00
23502	1	250 Martin Luther King Drive	Skyway Realty, LLC 327 Manhattan Avenue Jersey City, N.J. 07307	\$ 51,000.00
24902	14	103-111 Martin Luther King Dr.	Lasani Group Inc. 99 Clarke Avenue Jersey City, N.J. 07304	\$ 123,000.00
24902	15	101 Martin Luther King Drive	CBR Investments, LLC 1350 Hudson Road Teaneck, N.J. 07666	\$ 35,000.00

Continuation of Resolution _____
 City Clerk File No. Res. 14.164
 Agenda No. 10.Z.4 MAR 12 2014
 TITLE:

Pg. # 2

RESOLUTION CONFIRMING THE SALE OF SALE OF CITY-OWNED
 PROPERTY NOT NEEDED FOR PUBLIC USE HELD ON MARCH 6, 2014.

APPROVED: Ann Marie Miller, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.12.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.040

Agenda No. 10.C

Approved: JAN 29 2014



TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY
NOT NEEDED FOR PUBLIC USE.**

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City (hereinafter referred to as the "City") is the owner of the following properties; and,

WHEREAS, said properties are not needed for public use; and,

WHEREAS, the City is authorizing to sell any such properties by public sale to the highest bidder pursuant to N.J.S.A. 40A:12-13 et seq; and,

WHEREAS, it is in the best interest of the City that a public auction be held for such properties;

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

1. The properties listed below are hereby offered for public sale to the highest bidder at no less than the minimum price set forth herein, subject to the conditions hereinafter as set forth in the terms and conditions of a contract of sale to be executed by the parties, at the City Council Chambers, City Hall, 280 Grove Street, Jersey City, New Jersey on Thursday, March 6, 2014 at 10:00 A.M. Sharp.
2. The sale shall be conducted by the Department of Administration, Real Estate Office of the City of Jersey City or by persons designated by the Business Administrator.
3. The sale shall be made subject to:
 - (a) such state of facts which an accurate survey may disclose;
 - (b) easements and restrictions of records, if any;
 - (c) tenancies, leaseholds, and rights of persons in possession;
 - (d) all federal, state, county and municipal laws, statutes, codes, ordinances, rules and regulations affecting the property, its use and occupation;
 - (e) riparian rights or claims;
 - (f) Certificate of Occupancy issued by the Division of Building.
5. The properties herein described, or any part thereof, are sold "as is" and without any representation or warranty, either expressed or implied, as to their present condition.
 - (a) Prospective purchasers are put on notice that the City's records as to any code violations may not be accurate or up to date and the City expressly makes no representations as to such violations.
 - (b) Purchasers will be given an opportunity to inspect the property prior to the auction to ascertain the condition of the property.
 - (c) It shall not be grounds to nullify the contract of sale if the purchaser discovers or is notified of any code violations after the sale.

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE**

6. In the event that the State of New Jersey or any upland owner shall have any rights or claims on the land being sold herein by reason of a riparian interest or otherwise are to be paid for and borne by the purchaser, in addition to the sale price which is bid for said property.
7. All prospective purchasers are put on notice to consult the Water and Sewerage Department for existing facilities.
8. The purchase price for such properties shall be paid by any of the following methods:
 - (a) By payment to the City of Jersey City in cash, money order, bank check or certified check the full purchase price immediately after the conclusion of the bidding for a specific property.
 - (b) By payment to the City of Jersey City immediately after the conclusion of the bidding for a specific property twenty (20%) percent of the minimum bid price by cash, money order, bank check or certified check.
 - (c) The balance of the purchase price is to be paid by certified check, money order or bank check within two (2) months of the date of Confirmation of Sale.
 - (d) If the purchaser fails to pay the balance of the purchase price within two (2) month time limit, the sale to the purchaser is automatically canceled and the deposit shall be forfeited.
9. Purchaser may at its option arrange for a report on title before closing. Within thirty (30) days after the confirmation of sale by the governing body, purchaser shall notify the City in writing of any defects of title which may render title unmarketable. Marketable title is defined herein to mean title which a title company authorized to do business in the State of New Jersey is willing to insure at regular rates. Upon confirmation of such notice, the City shall refund purchaser's entire purchase price without interest and neither party shall have any further obligation or claim under this contract. If the purchaser fails to notify the City in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.
10. Upon delivery of deed, the purchaser shall:
 - a) Make all payments to the City for all real property taxes.
 - b) Submit proof to the City that the deed to the property was recorded with the Register of Deeds and Mortgages at 257 Cornelison Avenue, Jersey City, New Jersey 07302 within thirty (30) days following the closing or delivery of the deed or the deed will be null and void and consideration paid forfeited to the City.

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE.**

11. If purchaser fails to pay the purchase price when due or within a time as extended or fails to comply with any term of this contract, the Division of Real Estate may at its option rescind the contract or sue purchaser for any damages accruing or both. The City's failure to exercise any right or power arising out of purchaser's breach of this contract, shall not be deemed a waiver.
12. The highest bid shall be made subject to acceptance or rejection by the governing body, but the acceptance or rejection therefore shall be made not later than the second regular meeting of the governing body following the sale, and if the governing body shall fail or refuse to accept or reject the highest bid as afore said, the said bid shall be deemed to have been rejected. The City also reserves the right to reject all bids where the highest bid is not accepted upon notice to the highest bidder and hearing thereto.
13. **PLEASE TAKE NOTICE** that no employee, agent, officer body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval of the governing body of the City.
14. No commissions shall be paid to any agent, representative or broker or the successful purchaser of any of the properties listed for sale by the City.
15. The prices set forth as minimum herein are merely upset prices and do not constitute market value or future assessments.
16. The City shall execute a Contract of Sale with any successful bidder upon Any additional terms and conditions which are necessary to effectuate the purposes herein and to secure the best interests of the City of Jersey City and its citizens, provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this resolution.

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE.**

17. Additional Conditions of Sale.
- (a) No sale shall be made to any person nor shall said person be permitted to bid who, prior to such sale, has purchased the property being sold or any other property from the City and has breached any of the conditions and terms of the purchase of property from the City.
 - (b) No person who was the previous owner of the property to be sold be permitted to bid for said property if the property was acquired by the City by reason of the non-payment of taxes or other municipal charges by such prior owner.
 - (c) No person shall be permitted to bid for any property to be sold by the City if that person is delinquent in the payment of taxes or other municipal charges on any other property which such person shall own in the City.
 - (d) No sale shall be made to any person who owns other property in the City regarding which properties there exists violations of the Property Maintenance Code and/or Uniform Construction Code, which violations have not been corrected at the time of the sale.
 - (e) **PLEASE TAKE NOTICE** all bidders, whether they be the actual prospective purchasers or agents of or representatives of the actual prospective purchasers, shall submit an affidavit, under oath, setting forth the following:
 - (i) That the actual purchaser is not a person who has previously breached a contract for the purchase of property from the City.
 - (ii) That the actual prospective purchaser is not the former owner from whom the City acquired the property to be sold or any other property by reason of the non-payment of taxes or other municipal charges.
 - (iii) That the actual prospective purchaser is not the owner of any other property in the City who is delinquent in the payment of taxes or other municipal charges on said other property.
 - (iv) That the actual prospective purchaser is not the owner of any other properties in the City regarding which there exists Violations of the Property Maintenance Code and/of Uniform Construction Code, which violations have not been corrected at the time of the sale.
 - (v) Such affidavit shall contain the address and block and lot numbers of all the properties the prospective purchaser owns in the City.
 - (f) Such affidavit shall be submitted to the officer conducting the sale prior to the commencement of the public auction of the particular parcel in which the prospective bidder is interested. Failure to submit said affidavit shall disqualify a bidder from participating in the public auction.
 - (g) No sale to the highest bidder shall be confirmed by the Municipal Council, in the event an investigation and/or inspection reveals that the purchaser is a person who falls within the categories listed in paragraph 19 sub-section (a) through (f).

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED
PROPERTY NOT NEEDED FOR PUBLIC USE.**

- (h) In the event a sale is confirmed by the Municipal Council and after the sale has been confirmed by the Municipal Council, it is discovered that the purchaser is a person who falls within the categories set forth in paragraph 19 sub-section (a) through (f) of this resolution, then the purchaser is placed on notice that the said confirmation of sale shall be rescinded by the Municipal Council.
18. The City of Jersey City conveys this property to buyer so long as buyer rehabilitates the property in compliance with the Uniform Construction Code and the Property Maintenance Code. The buyer shall demonstrate compliance with the Uniform Construction Code and Property Maintenance Code by obtaining a Certificate of Occupancy from the Construction Official. The Construction Official may issue a temporary Certificate of Occupancy for portions of the building provided such portions are in substantial Compliance with code standards. Securing a Temporary Certificate of Occupancy shall not however, constitute compliance with the condition of sale. Upon receiving a deed, listed below is the period of time in which a purchaser shall have to repair, alter and improve the property.
- 1 Unit Building – 360 Days (12 Months)
2-5 Unit Building – 450 Days (15 Months)
6 or More Units or Special Purpose Building – 540 Days (18 Months)
- The City Council will not under any circumstances grant an extension of the rehabilitation period listed above.
19. **PLEASE TAKE NOTICE** the buyer shall not sell, convey or otherwise transfer the above described property until the buyer has rehabilitated the property in compliance with the other conditions of sale contained in the resolution. If the buyer (1) fails to make the required repairs within the time allotted in Paragraph 18, (2) sells or attempts to sell the property before making the required repairs, or (3) refuses access to City Officials seeking to inspect the property, title to the property shall automatically revert and become vested in the City of Jersey City. The City Council shall upon the buyer's completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the restriction against alienation.
20. The City of Jersey City's right of reversion is hereby subordinated to the mortgage of the buyer's lender specifically as follows: A transfer of title to such mortgagee pursuant to the mortgage will not be considered a condition activating the City of Jersey City's right of reversion. The express intent being that prior to reversion of title to the City of Jersey City, the mortgagee shall have the right to assume the obligations and duties of buyer set forth in this deed including the buyer's duty to make the required repairs within the number of days as set forth in the Council resolution authorizing the sale of property at public auction. The assumption of the duties and obligations of the buyer by the mortgagee shall not extend the time period for completion of repairs. The mortgagee's right to assume the duties and obligations of the buyer shall arise upon a default under the mortgage and/or upon a default under the terms and conditions of the City Council resolution authorizing the sale of this property at public auction.
21. All offers to bid shall be in increments of no less than one thousand dollars (\$1,000.00).

SEE RIDER ATTACHED

TITLE:

**RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED
 PROPERTY NOT NEEDED FOR PUBLIC USE.**

VACANT LAND

THE FOLLOWING PROPERTIES ARE OFFERED FOR SALE UPON THE CONDITION THAT THE PURCHASER SHALL CLEAN AND GRADE THE LOT, REPAIR THE SIDEWALK IF NECESSARY, ERECT A FENCE AROUND THAT PART OF THE PERIMETER OF THE LOT WHICH FRONTS ANY PUBLIC STREET WITH A MINIMUM HEIGHT OF SIX (6) FEET, EXCEPT WHEN ACQUIRED BY AN ADJACENT PROPERTY OWNER IN WHICH CASE, THE HEIGHT SHALL BE THE SAME AS THE FENCING ON THEIR PROPERTY, BUT IN NO CASE LESS THAN THREE (3) FEET IN HEIGHT. (THESE PROPERTIES ARE NOT SUBJECT TO PARAGRAPH 19 IN THIS RESOLUTION.

BLOCK	LOT(S)	LOCATION	DESCRIPTION	SIZE	MINIMUM BID
14602	24, 25, 26	274-278 Duncan Ave.	Vacant Land	51.89x83.40	\$35,000.00
21101	57	90 Virginia Ave	V/Land & Garage	108.17x108	\$90,000.00
21402	13	249 Arlington Ave.	Land Locked	130.11x163.14	\$ 5,000.00
23405	26	265 M.L.K. Drive	Vacant Land	37.45 x 93av.	\$37,500.00
23502	1	250 M.L.K. Drive	Vacant Land	33.22 x100 av.	\$33,000.00
24902	14	103-111 M.L.K. Drive	Vacant Land	75x100	\$55,000.00
24902	15	101 M.L.K. Drive	Vacant Land	25x90	\$20,000.00

BUILDINGS

THE FOLLOWING PROPERTIES ARE OFFERED FOR SALE WITH THE CONDITION THAT THE PURCHASER SHALL REPAIR, ALTER AND IMPROVE IN ACCORDANCE WITH PARAGRAPHS 18, 19 & 20 OF THE TERMS AND CONDITIONS OF SALE.

BLOCK	LOT(S)	LOCATION	DESCRIPTION	SIZE	MINIMUM BID
21401	30	175 Clerk Street	2S-BT-F	38.4x124	\$50,000.00

Description Codes: S-Story, F-Frame, B-Brick, A-Asphalt, C-Cinder Block, BT- Basement, D-Dwelling, U-Unit, G-Garage, H-Heat.

Physical description of each property as set forth in this Land sale are for informational purposes only and the City of Jersey City will not be responsible for their accuracy.

APPROVED: Ann Marie Miller, Real Estate Manager APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Business Administrator
Joanne Monahan Corporation Counsel
 Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			GOLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
[Signature] Rolando R. Lavarro, Jr., President of Council
[Signature] Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.416

Agenda No. 10.E

Approved: JUN 25 2014

TITLE:



**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH
JERSEY CITY PUBLIC SCHOOL DISTRICT USE OF BLOCK 28204
LOT 41, 166 DANFORTH AVENUE**

**COUNCIL
Resolution:**

offered and moved adoption of the following

WHEREAS, the City of Jersey City is the owner of the property known as Block 28204 Lot 41, 166 Danforth Avenue

WHEREAS, the property is vacant land adjacent to Public School #20, and;

WHEREAS, the Jersey City Public School District has been utilizing the property for parking for personnel of Public School #20 since November 1992, and;

WHEREAS, the City will continue to grant permission to the Jersey City Public School District to allow the personnel of Public School #20 to park at said property for an additional one year commencing July 1, 2014 and ending June 30, 2015, and;

WHEREAS, the Jersey City Public School District will indemnify and hold the City and its officers agent and employees harmless from any and all claims or personal injury and property damage arising out of the Jersey City Public School District occupancy and use of the property. a

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City Public School District to utilize city-owned property located at Block 28204 Lot 41, 166 Danforth Avenue.
2. The terms of the License Agreement shall commence on July 1, 2014 and end on June 30, 2015.

APPROVED: Ann Marie Miller, Real Estate Manager APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION EXTENDING A LICENSE AGREEMENT WITH JERSEY CITY PUBLIC SCHOOLDISTRICT USE OF BLOCK 28204 LOT 41 166 DANFORTH AVENUE.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

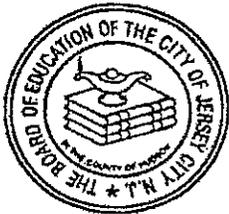
Resolution Purpose

Parking for Public School #20 personnel.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



The Jersey City Public Schools
346 CLAREMONT AVENUE
JERSEY CITY, NEW JERSEY 07305
Telephone 201 915-6231
Fax 201 915-6230



Hope R. Blackburn
General Counsel
hblackburn@jcboe.org

Legal Department

May 20, 2014

Ann Marie Miller
Real Estate Manager
City of Jersey City
Real Estate Office
365 Summit Avenue, Rom 239
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street
Block 16901 Lot 17, 51 Crescent Avenue
Block 14602 lot 27, 198 Plainfield Avenue/AKA 278-288 Duncan AVenue
Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

I responding to your letter dated May 14, 2014 and subsequent telephone call with my assistant Robyn Critelli regarding the above referenced properties. The School District wishes to renew these License Agreements for another year, July 1, 2014 through June 30, 2015.

Thank you for your assistance.

Very truly yours,

Hope R. Blackburn

HRB:rc

c: Dr. Marcia L. Lyles
Luigi Campana

LICENSE AGREEMENT

This Agreement is made this day of , 2014, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOL DISTRICT , and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

WITNESSETH that:

1. The City is the owner of certain property located at Block 28204 Lot 41, 166 Danforth Avenue.
2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2015).
3. The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public School District.
4. The Jersey City Public School District shall use the Property for the sole purpose of parking for personnel of Public School #20.
5. The Jersey City Public School District shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property by the Jersey City Public School District or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public Schools.
7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey city Public School District use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the City, together with all information required by the City on prescribed forms to be provided by the City.
8. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.

9. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public School District, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.

- 10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
- 11. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public School District, as the case may be, who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Jersey City Public School District, as the case may be.
- 12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

City: **City of Jersey City**
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Jersey City Public School District **Jersey City Public School District**
346 Claremont Avenue
Jersey City, New Jersey 07305
Attn: Hope R. Blackburn
General Counsel

- 13. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.

14. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

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

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR**

WITNESS:

**JERSEY CITY PUBLIC SCHOOL
DISTRICT**

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

City Clerk File No. Res. 14.417

Agenda No. 10.F

Approved: JUN 25 2014

TITLE:



**RESOLUTION EXTENDING A LICENSE AGREEMENT
WITH JERSEY CITY PUBLIC SCHOOL DISTRICT
FOR USE OF BLOCK 14602 LOT 27, 198 PLAINFIELD AVENUE**

Council offered and moved adoption of the following Resolution :

WHEREAS, the City of Jersey City is the owner of the property known as Block 14602 Lot 27, 198 Plainfield Avenue; and,

WHEREAS, the property is vacant land adjacent to Public School # 39; and,

WHEREAS, the Jersey City Public School District has been utilizing the property for parking for personnel of Public School # 39 since November 1992; and,

WHEREAS, the City will continue to grant permission to the Jersey City Public School District to allow the personnel of Public School # 39 to park at said property for an additional one year commencing July 1, 2014 and ending June 30, 2015 ; and,

WHEREAS, the Jersey City Public School District will indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury and property damage arising out of the Jersey City Public School District occupancy and use of the property.

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City Public School District to utilize city-owned property located at Block 14602 Lot 27, 198 Plainfield Avenue.
2. The term of the License Agreement shall commence on July 1, 2014 and end June 30, 2015.

APPROVED: *Ann Marie Miller, Real Estate Manager*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION EXTENDING A LICENSE AGREEMENT WITH JERSEY CITY PUBLIC SCHOOL DISTRICT USE OF BLOCK 14602 LOT 27 198 PLAINFIELD AVENUE.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

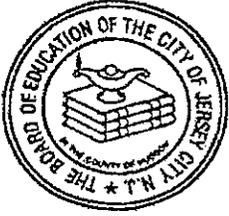
Resolution Purpose

Parking for Public School #39 personnel.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



The Jersey City Public Schools
346 CLAREMONT AVENUE
JERSEY CITY, NEW JERSEY 07305
Telephone 201 915-6231
Fax 201 915-6230



Hope R. Blackburn
General Counsel
hblackburn@jcboe.org

Legal Department

May 20, 2014

Ann Marie Miller
Real Estate Manager
City of Jersey City
Real Estate Office
365 Summit Avenue, Rom 239
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street
Block 16901 Lot 17, 51 Crescent Avenue
Block 14602 lot 27, 198 Plainfield Avenue/AKA 278-288 Duncan Avenue
Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

I responding to your letter dated May 14, 2014 and subsequent telephone call with my assistant Robyn Critelli regarding the above referenced properties. The School District wishes to renew these License Agreements for another year, July 1, 2014 through June 30, 2015.

Thank you for your assistance.

Very truly yours,

Hope R. Blackburn

HRB:rc

c: Dr. Marcia L. Lyles
Luigi Campana

LICENSE AGREEMENT

This Agreement is made this day of , 2014, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOL DISTRICT , and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

WITNESSETH that:

1. The City is the owner of certain property located at Block 14602 Lot 27 198 Plainfield Avenue.
2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2015).
3. The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public Schools.
4. The Jersey City Public School District use of the Property shall be for the sole purpose of parking for the personnel of Public School # 39.
5. The Jersey City Public School District shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property by the Jersey City Public Schools or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public School District.
7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey City Public School District use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the City, together with all information required by the City on prescribed forms to be provided by the City.
8. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.

9. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public Schools, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.
10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
11. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public School District, as the case may be, who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Jersey City Public School District, as the case may be.
12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

City: **City of Jersey City**
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Jersey City **Jersey City Public School District**
Public School **346 Claremont Avenue**
District **Jersey City, New Jersey 07305**
Attn: Hope R. Blackburn
General Counsel

13. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.

14. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

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

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR**

WITNESS:

**JERSEY CITY PUBLIC SCHOOL
DISTRICT**

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

City Clerk File No. Res. 14.418

Agenda No. 10.6

Approved: JUN 25 2014

TITLE:



**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH
THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF
BLOCK 14305 LOT 8 ALSO KNOWN AS 93 GRAND STREET**

**COUNCIL
Resolution:**

offered and moved adoption of the following

WHEREAS, the City of Jersey City is the owner of the property known as Block 14305 Lot 8, also known as 93 Grand Street; and

WHEREAS, the property is vacant land that is part of Paulus Hook Park and is adjacent to Public School #16; and

WHEREAS, the Jersey City Public School District is requesting permission from the City to continue to utilize the property for recess activities for students from Public School #16 from July 1, 2014 through June 30, 2015; and

WHEREAS, the Jersey City Public School District has been utilizing the property since July 2013; and

WHEREAS, the Jersey City Public Schools will indemnify and hold the City and its officers, agents, and employees harmless from any and all claims of personal injury and property damage arising out of the Jersey City Public Schools occupancy and use of the property.

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement in substantially, the form of the attached with the Jersey City Public Schools to utilize City-owned property located at Block 14305 Lot 8 also known as 93 Grand Street
2. The term of the License Agreement shall be effective as of July 1, 2014 and end on June 30, 2015.

APPROVED: *Ann Marie Miller, Real Estate Manager*

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION EXTENDING A LICENSE AGREEMENT WITH JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 14305 LOT 8 ALSO KNOWN AS 93 GRAND STREET.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Recess activity for Public School #16 students.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



The Jersey City Public Schools
346 CLAREMONT AVENUE
JERSEY CITY, NEW JERSEY 07305
Telephone 201 915-6231
Fax 201 915-6230



Hope R. Blackburn
General Counsel
hblackburn@jcboe.org

Legal Department

May 20, 2014

Ann Marie Miller
Real Estate Manager
City of Jersey City
Real Estate Office
365 Summit Avenue, Rom 239
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street
Block 16901 Lot 17, 51 Crescent Avenue
Block 14602 lot 27, 198 Plainfield Avenue/AKA 278-288 Duncan Avenue
Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

I responding to your letter dated May 14, 2014 and subsequent telephone call with my assistant Robyn Critelli regarding the above referenced properties. The School District wishes to renew these License Agreements for another year, July 1, 2014 through June 30, 2015.

Thank you for your assistance.

Very truly yours,

Hope R. Blackburn

HRB:rc

c: Dr. Marcia L. Lyles
Luiggi Campana

LICENSE AGREEMENT

This Agreement is made this day of , 2014, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOL DISTRICT, and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

WITNESSETH that:

1. The City is the owner of certain property located at Block 14305 Lot 8 93 Grand Street.
2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2015).
3. The City reserves the right to terminate the agreement at will upon thirty (30) days advance written notice to the Jersey City Public School District.
4. The Jersey City Public School District use of the Property shall be for the sole purpose of recess activities for students from Public School #16.
5. The Jersey City Public School District shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property by the Jersey City Public Schools or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public School District.
7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey City Public School District use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the City, together with all information required by the City on prescribed forms to be provided by the City.
8. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.

9. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public Schools, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.
10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
11. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public School District, as the case may be, who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Jersey City Public School District, as the case may be.
12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

City: **City of Jersey City**
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Jersey City **Jersey City Public School District**
Public School **346 Claremont Avenue**
District **Jersey City, New Jersey 07305**
Attn: Hope R. Blackburn
General Counsel

13. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.

14. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

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

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR**

WITNESS:

**JERSEY CITY PUBLIC SCHOOL
DISTRICT**

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

City Clerk File No. Res. 14.419

Agenda No. 10.H

Approved: JUN 25 2014

TITLE:



**RESOLUTION EXTENDING A LICENSE AGREEMENT
WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF
BLOCK 16901 LOT 17, 51 CRESCENT AVENUE.**

COUNCIL offered and moved adoption of the following Resolution :

WHEREAS, the City of Jersey City is the owner of the property known as Block 16901, Lot 17, located at 51 Crescent Avenue ; and,

WHEREAS, the Jersey City Public School District is requesting permission from Jersey City to continue to rehabilitate the city- owned building located at 51 Crescent Avenue for an additional one (1) year; and,

WHEREAS, the Jersey City State Public School District in partnership with the City of Jersey City operates a program through the schools to rehabilitate housing within the City ; and,

WHEREAS, Jersey City desires to grant permission to the Jersey City Public School District to continue to rehabilitate said building and that the City is indemnified and adequately insured against any damages or loss arising from the use of this Property ; and ,

WHEREAS, the City does not object if the Construction Code Official issues permits for \$1.00 and provides assistance and inspections where necessary ; and ,

WHEREAS, the Jersey City Public School District has been utilizing the property since March 2002; and ,

WHEREAS, it is necessary to extend the License Agreement for an additional one (1) year from July1, 2014 to June 30, 2015.

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City School Public School District on Block 16901 Lot 17, 51 Crescent Ave.
2. The term of the License Agreement shall commence on July 1, 2014 and ending June 30, 2015.

APPROVED: *Ann Marie Miller, Real Estate Manager*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk



The Jersey City Public Schools
346 CLAREMONT AVENUE
JERSEY CITY, NEW JERSEY 07305
Telephone 201 915-6231
Fax 201 915-6230



Hope R. Blackburn
General Counsel
hblackburn@jcboe.org

Legal Department

May 20, 2014

Ann Marie Miller
Real Estate Manager
City of Jersey City
Real Estate Office
365 Summit Avenue, Rom 239
Jersey City, New Jersey 07306

Re: Block 14305 Lot 8, 93 Grand Street
Block 16901 Lot 17, 51 Crescent Avenue
Block 14602 lot 27, 198 Plainfield Avenue/AKA 278-288 Duncan Avenue
Block 28204 Lot 41, 166 Danforth

Dear Ms. Miller:

I responding to your letter dated May 14, 2014 and subsequent telephone call with my assistant Robyn Critelli regarding the above referenced properties. The School District wishes to renew these License Agreements for another year, July 1, 2014 through June 30, 2015.

Thank you for your assistance.

Very truly yours,

Hope R. Blackburn

HRB:rc

c: Dr. Marcia L. Lyles
Luiggi Campana

LICENSE AGREEMENT

This Agreement is made this day of , 2014, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOL DISTRICT , and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

WITNESSETH that:

1. The City is the owner of certain property located at 51 Crescent Avenue.
2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2015).
3. The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public School District.
4. The Jersey City Public School District's use of the Property shall be for the sole purpose of making renovations by students working under the supervision of the staff of the School District to rehabilitate the property for low and moderate income housing.
5. The Jersey City Public School District shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this Agreement or the use of the Property Jersey City Public School District or any of its agents, servants, employees, contractors or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Jersey City Public School District agrees to carry or require their contractors to carry Property Damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000.00 or such other type and amount as is deemed necessary or appropriate by the City Risk's Manager. The Jersey City Public School District, or its agents shall furnish to the City a Certificate of Insurance for the benefit of the Jersey City Public School District as the City naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of insurance evidencing policies or insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this agreement but in no event later than one week after execution of this Agreement. The obligations of the Jersey City Public School District to indemnify the City pursuant to this Section shall any survive termination of this Agreement.

7. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public School District.
8. All accidents or injuries to person, or any damages, etc. occurring as result of or in connection with the Jersey City Public School District's use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the City, together with all information required by the City on prescribed forms to be provided by the City.
9. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractor and invites on the Property, at no cost to the City.
10. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City School District, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.
11. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
12. The Jersey City Public School District shall each provide in writing to the City the names of two(2) authorized representatives of the School District, as the case may be, who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons to speak or act for the Jersey City Public School District, as the case may be.

13. All notices and payment between the parties hereto be addressed and delivered to the following.

City: **City of Jersey City**
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Jersey City Public School District: **Jersey City Public School District**
346 Claremont Avenue
Jersey City, New Jersey 07305
Attn: Hope R. Blackburn
General Counsel

14. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.
15. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the agreement.

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

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

WITNESS:

JERSEY CITY PUBLIC SCHOOL DISTRICT

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION EXTENDING A LICENSE AGREEMENT WITH JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 16901 LOT 17, 51 CRESCENT AVENUE.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

For the Jersey City Public School District to continue operating a program to rehabilitate the City-Owned building located at 51 Crescent Avenue.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

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

City Clerk File No. Res. 14.420

Agenda No. 10.1

Approved: JUN 25 2014



TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN ACCESS AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS TO ENTER ONTO JERSEY CITY PUBLIC SCHOOLS PROPERTY DESIGNATED AS BLOCK 27401 Lot 27, FORMALLY BLOCK 1500 LOT 16 A/K/A THE MULTI-PURPOSE FIELD IN THE ED FORD ATHELETIC COMPLEX AT CAVEN POINT

COUNCIL offered and moved adoption of the following resolution:

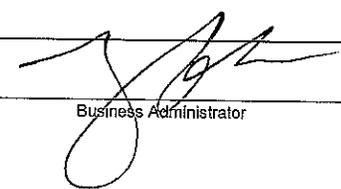
WHEREAS, the Jersey City Public Schools ("JCPS") owns property located at Block 27401, Lot 27, formerly Block 1500, Lot 16, and more commonly known as 279 Chapel Avenue a/k/a the Multipurpose field in the Ed Ford Athletic Complex at Caven Point; and

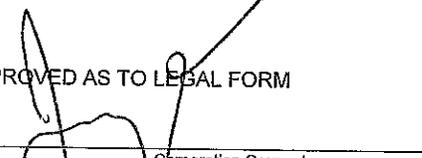
WHEREAS, the City of Jersey City ("City") seeks access to the property to perform soil testing within the multi-purpose field to determine the viability of the subsurface conditions for the installation of field lights in connection with Snowflake Foundation's gift to the City for the rehabilitation of the multipurpose field; and

WHEREAS, the JCPS requires that the City execute an Access Agreement before granting permission to enter onto the property to perform soil test borings for a period of twelve (12) months.

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

1. The City is authorized to execute an Access Agreement, in substantially the form attached hereto, to enter onto JCPS owned property designated as Block 1500, Lot 16 a/k/a the multipurpose field at the Ed Ford Athletic Complex to perform the activities described in the Access Agreement attached hereto; and
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Access Agreement attached hereto; and
3. The term of the Access Agreement shall be effective upon execution of the Access Agreement by City officials and shall terminate when the investigation is complete or twelve months thereafter, whichever is earlier.

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

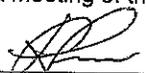
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE AN ACCESS AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS TO ENTER ONTO JERSEY CITY PUBLIC SCHOOLS PROPERTY DESIGNATED AS BLOCK 27401 Lot 27, FORMALLY BLOCK 1500 LOT 16 A/K/A THE MULTI-PURPOSE FIELD IN THE ED FORD ATHELETIC COMPLEX AT CAVEN POINT

Initiator

Department/Division	Office of the Mayor	
Name/Title	David Donnelly	Senior Administrative Analyst
Phone/email	(201) 547-5748	DonnellyD@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

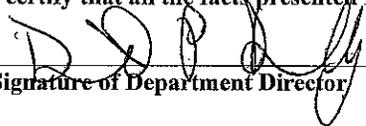
Resolution Purpose

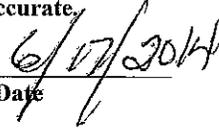
The City is seeking authorization to execute an Access Agreement, in substantially the form attached hereto, to enter onto JCPS owned property designated as Block 1500, Lot 16 a/k/a the multipurpose field at the Ed Ford Athletic Complex to perform the activities described in the Access Agreement.

The City of Jersey City ("City") seeks access to the property to perform soil testing within the multi-purpose field to determine the viability of the subsurface conditions for the installation of field lights in connection with Snowflake Foundation's gift to the City for the rehabilitation of the multipurpose field.

The JCPS requires that the City execute an Access Agreement before granting permission to enter onto the property to perform soil test borings for a period of twelve (12) months.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

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

City Clerk File No. Res. 14.421

Agenda No. 10.J

Approved: JUN 25 2014

TITLE:



RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on May 29, 2014 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Historic Downtown Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

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

WHEREAS, on June 25, 2014, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

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

WHEREAS, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Historic Downtown Special Improvement District for the budget year July 1, 2014 through June 30, 2015; and

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

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

APPROVED: _____
RB/rj

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Public Notice
City of Jersey City

Historic Downtown Special Improvement District 2014-2015

Block	Lot	Owner	Property Location	Bill Amt
12901	6	109 CHRISTOPHER COLUMBUS, LLC	109 COLUMBUS DR.	\$1,685.35
12802	24	112 MERCER ST.PROJECT	112 MERCER ST.	\$0.00
12901	5	115 CCD PARTNERS, L.P.	115 COLUMBUS DR.	\$2,771.96
13001	1	116 NEWARK AV.CORP.C/O CAROL MAURER	116 NEWARK AVE.	\$4,893.07
11405	18	121 NEWARK GROVE, LLC	121 NEWARK AVE.	\$1,663.18
11404	18	126 NEWARK AVE., L.L.C.	126 NEWARK AVE.	\$2,718.30
11405	16	129 NEWARK AVE. OF J.C., INC.	129 NEWARK AVE.	\$2,248.62
12704	6	129-131 NEWARK AVE.	191 NEWARK AVE.	\$427.77
12704	3	129-131 NEWARK AVE.	195 NEWARK AVE.	\$360.36
12704	4	129-131 NEWARK AVE.	193.5 NEWARK AVE.	\$360.36
12704	5	129-131 NEWARK AVE.	193 NEWARK AVE	\$1,323.45
11404	23	138 NEWARK AVENUE ASSOCIATES, L.L.C	138 NEWARK AVE.	\$616.48
11405	5	157 NEWARK AVENUE,LLC % FABCO E.INC	157 NEWARK AVE.	\$1,108.78
11405	1	159-161 NEWARK AVENUE, LLC	159-61 NEWARK AVE.	\$3,400.87
12704	15	163-165 NEWARK AVE,LLC%HUDSON EQUIT	163-5 NEWARK AVE.	\$7,050.10
12705	4	165 CHRISTOPHER COLUMBUS DRIVE, LLC	165 COLUMBUS DR	\$0.00
12704	14	167-169 NEWARK AVE. REALTY, LLC	167 NEWARK AVE.	\$1,326.11
12704	12	173 NEWARK AVE.CORP.	173 NEWARK AVE.	\$643.10
12704	17	173 NEWARK AVE.CORP.	156 COLUMBUS DR	\$415.79
12704	18	173 NEWARK AVE.CORP.	158 COLUMBUS DR.	\$831.59
12703	9	178 COLUMBUS DRIVE, LLC	178 COLUMBUS DR.	\$1,633.68
12704	10	179 NEWARK AVENUE, LLC.	179 NEWARK AVE.	\$1,663.18
11115	1	200 NEWARK AVENUE, LLC	198-200 NEWARK AVE.	\$1,700.21
11404	10	213-215 BAY ST.	349 GROVE ST.	\$554.39
11404	11	213-215 BAY ST.	347 GROVE ST.	\$554.39
11113	29	216 NEWARK AVENUE, LLC	216 NEWARK AVE.	\$554.39
11110	8	247-249 NEWARK AVE.CORP.C/O MOCCO	245 NEWARK AVE.	\$621.81
11110	7	247-249 NEWARK AVE.CORP.C/O MOCCO	247 NEWARK AVE.	\$621.81
11110	9	247-249 NEWARK AVE.CORP.C/O MOCCO	243 NEWARK AVE.	\$621.81
11110	10	247-249 NEWARK AVE.CORP.C/O MOCCO	239 NEWARK AVE.	\$621.81
11110	6	247-49 NEWARK AVE.CORP.C/O MOCCO	249 NEWARK AVE.	\$621.81
12905	21	273 GROVE STREET CORNER U.R. L.L.C.	273 GROVE ST.	\$554.39
12905	22	275-277, L.L.C.	275 GROVE ST.	\$0.00
12905	22	275-277, L.L.C.	275 GROVE ST.	\$0.00
12906	23	295-297 ASSOC,INC%KAPLAN & MACK LLC	295 GROVE ST.	\$443.51
12906	22	295-297 ASSOC.,INC.%KAPLAN &MACK LC	297 GROVE ST.	\$554.39
12906	19	303 GROVE STREET PARTNERS,LLC	303 GROVE ST.	\$288.28
11403	20	304 PAVONIA AVENUE, LLC	353 GROVE ST.	\$1,804.21
11405	2	324 BARROW STREET, LLC	330 BARROW ST.	\$487.87
11405	3	324 BARROW STREET, LLC	328 BARROW ST.	\$543.75
11405	4	324 BARROW STREET, LLC	324 BARROW ST	\$1,634.79

11404	16	335-337 GROVE STREET, LLC	337 GROVE ST.	\$421.78
11404	17	335-337 GROVE STREET, LLC	335 GROVE ST.	\$444.62
11404	15	339 GROVE STREET, LLC	339 GROVE ST.	\$433.53
11507	28	340 GROVE, L.L.C	340 GROVE ST.	\$554.39
11404	14	341 GROVE STREET,LLC% HONEY-TEL	341 GROVE ST.	\$534.21
11507	30	344 GROVE STREET, L.L.C.	344 GROVE ST.	\$554.39
11403	17	363 GOVE ST., LLC	363 GROVE ST.	\$554.17
11508	19	364 GROVE STREET LIMIED LIABILITY C	364 GROVE ST.	\$554.39
12706	14	511 PHOENIX ASSOC.%PHOENIX PROPERTY	511 JERSEY AVE.	\$0.00
12703	8	523 JERSEY AVENUE CORP.	523 JERSEY AVE.	\$443.51
11401	1	546 JERSEY, LLC	546 JERSEY AVE.	\$474.34
11113	22	549-551 JERSEY AVENUE, LLC	551 JERSEY AVE.	\$554.39
11113	23	549-551 JERSEY AVENUE, LLC	549 JERSEY AVE.	\$554.39
11114	32	550 JERSEY AVE., L.L.C.	550 JERSEY AVE.	\$0.00
12705	3	88 SEEK UP, LLC	167 COLUMBUS DR.	\$0.00
11110	3	ABRAMS, ARTHUR & MARSHALL WOFEY	255 NEWARK AVE.	\$598.74
12705	5	AIGEN, GARY P. & HELEN V.	163 COLUMBUS DR	\$554.39
13001	2	ALILE, ESOHE & MOTTA, SCOTT J.	102 COLUMBUS DR.	\$0.00
11113	21	ALLIOT, SARAH JANE	553 JERSEY AVE.	\$0.00
12705	12	ANDRADE, JUAN	319 BARROW ST.	\$487.87
13001	2	ANG, ALBERT T.	102 COLUMBUS DR.	\$0.00
11110	2	AQUINO, FATIMAH	382 MONMOUTH ST.	\$0.00
11110	2	AQUINO, FATIMAH	388 MONMOUTH ST.	\$0.00
12702	4	ARBUS, JESSICA M. & ZUCARELLI, EVAN	217 NEWARK AVE.	\$0.00
11405	19	ARGARWAL, BRIJ & CHAMAN	119 NEWARK AVE.	\$1,179.08
13001	2	ARORA, SUMIT & DHOND, AVANI	102 COLUMBUS DR.	\$0.00
12702	4	ARSHAVSKY,LIDIA & CRIMIER,HUGO	217 NEWARK AVE.	\$0.00
12802	24	ATAHAN, SINEM	112 MERCER ST.	\$0.00
12702	4	AVENDANO,GABRIEL V. & PANKOV, OLGA	217 NEWARK AVE.	\$0.00
11114	38	AVILES, HERMINIO	558 JERSEY AVE.	\$0.00
13001	2	AWE, TINUADE	102 COLUMBUS DR.	\$0.00
13001	2	BAHN, JOOHYUN	102 COLUMBUS DR.	\$0.00
12706	13	BAPTIST REHABILITATION	513 JERSEY AVE.	\$0.00
13001	2	BARBIERA, JOE & CATHLEEN	102 COLUMBUS DR.	\$0.00
13001	2	BARRETTO, ANNA CHRISTINA R.	102 COLUMBUS DR.	\$0.00
13001	2	BARRETTO, CLARISSA R.	102 COLUMBUS DR.	\$0.00
11112	1	BARZOLA, MILTON	225 NEWARK AVE.	\$957.77
12702	4	BATOG, KONRAD & FUKE, MAIKO	217 NEWARK AVE.	\$0.00
11508	17	BAY GROVE TERR.INC. C/O E. KANG	354 GROVE ST.	\$0.00
11508	17	BAY GROVE TERR.INC. C/O E. KANG	354 GROVE ST.	\$0.00
11508	17	BAY GROVE TERR.INC. C/O E. KANG	354 GROVE ST.	\$0.00
11508	18	BAY GROVE TERR.INC. C/O E. KANG	358 GROVE ST.	\$1,663.18
11508	17	BAY GROVE TERRACE, INC.	354 GROVE ST.	\$510.04
11508	17	BAY GROVE TERRACE, INC.	354 GROVE ST.	\$0.00
12702	4	BECK, LINDA	217 NEWARK AVE.	\$0.00
11401	8	BERNAL, WILSON & BEATRIZ	180 NEWARK AVE.	\$620.92
11401	10	BERNAL, WILSON & BEATRIZ	178 NEWARK AVE.	\$629.79

11113	33	CHICONELLI, ADALBERTO	224 NEWARK AVE.	\$554.39
11113	32	CHICONELLI, ADALBERTO	222 NEWARK AVE.	\$554.39
11405	15	CHICONELLI, ADALBERTO	133 NEWARK AVE.	\$554.39
13001	2	CHIEN, CHIA-LIANG	102 COLUMBUS DR.	\$0.00
13001	2	CHIU, VIVIAN, & TSANG, JENNIE	102 COLUMBUS DR.	\$0.00
13001	2	CHO, LOUIS	102 COLUMBUS DR.	\$0.00
13001	2	CHOI, JUNG M.	102 COLUMBUS DR.	\$0.00
13001	2	CHOWDHRY, SHERU	102 COLUMBUS DR.	\$0.00
11401	25	CITY OF JERSEY CITY	244 BAY ST	\$0.00
13004	1	CITY OF JERSEY CITY	324 GROVE ST.	\$0.00
12904	1	CITY OF JERSEY CITY	280 GROVE STREET	\$0.00
12802	24	COHEN, MICHELE & JACOBS, HENDRIK	112 MERCER ST.	\$0.00
12705	9	COLUMBUS REALTY, LLC.	155 COLUMBUS DR.	\$0.00
12705	6	COLUMBUS REALTY, LLC.	161 COLUMBUS DR	\$0.00
12705	7	COLUMBUS REALTY, LLC.	159 COLUMBUS DR	\$0.00
12705	8	COLUMBUS REALTY, LLC.	157 COLUMBUS DR	\$0.00
12705	10	COLUMBUS REALTY, LLC.	153 COLUMBUS DR.	\$0.00
12705	11	COLUMBUS REALTY, LLC.	151 COLUMBUS DR.	\$0.00
11113	21	COMBES, RICHARD & SHYR, LUNA	553 JERSEY AVE.	\$0.00
12901	8	CONSTANTINOS C.POLYCHRONIS FOUND	103 COLUMBUS DR.	\$476.78
12901	7	CONSTANTINOS C.POLYCHRONIS FOUND	107 COLUMBUS DR.	\$587.66
12901	9	CONSTANTINOS C.POLYCHRONIS FOUND	319 GROVE ST.	\$2,261.92
11404	27	CRACKED EGGS, L.L.C.	146 NEWARK AVE.	\$432.43
11404	3	CRUZ, ISMAEL	150 NEWARK AVE.	\$622.25
12901	4	CRUZ, ISMAEL	125 COLUMBUS DR.	\$554.39
12903	24	CRUZ, ISMAEL	290 GROVE ST.	\$1,313.47
12901	2	CRUZ, ISMAEL	129 COLUMBUS DR.	\$554.39
12901	12	CRUZ, ISMAEL	311 GROVE ST.	\$554.39
12901	3	CRUZ, ISMAEL	127 COLUMBUS DR.	\$554.39
11403	16	CRUZ, ISMAEL & MERCEDES	365 GROVE ST.	\$553.28
11404	13	CRUZ, ISMAEL & MERCEDES	343 GROVE ST.	\$653.07
11507	29	CRUZ, ISMAEL & MERCEDES	342 GROVE ST.	\$554.39
11403	15	CRUZ, ISMAEL & MERCEDES	367 GROVE ST.	\$558.83
11404	28	CRUZ, ISMAEL & MERCEDES	148 NEWARK AVE.	\$445.73
12906	26	CRUZ, ISMAEL & MERCEDES	291 GROVE ST	\$443.51
11404	12	CRUZ, ISMAEL & MERCEDES	345 GROVE ST.	\$564.59
11404	2	CRUZ, RAMON & GLADYS	152 NEWARK AVE.	\$625.35
11111	2	D 7 P NEWARK AVENUE REALTY CORP.	240 NEWARK AVE.	\$831.59
12802	19	DAMERGY, JOHN	501 JERSEY AVE.	\$554.39
12706	16	DAMERGY, JOHN R	507 JERSEY AVE.	\$0.00
12706	17	DAMERGY, JOHN R	505 JERSEY AVE.	\$0.00
12706	18	DAMERGY, JOHN R	503 JERSEY AVE.	\$554.39
12702	4	DAY, LAUREN K.	217 NEWARK AVE.	\$0.00
12703	6	DEL FORNO, DANTE, RHETT & JESSICA	527 JERSEY AVE.	\$443.51
12705	12	DEMCSAK, MAXWELL R.	319 BARROW ST.	\$0.00
11114	39	DEROUBAIX, FABRICE D.	558.5 JERSEY AVE.	\$0.00
12702	4	DESAI, RAKSHA	217 NEWARK AVE.	\$0.00

12702	4	DESANTO, PETER	217 NEWARK AVE.	\$0.00
12702	4	DICKINSON, JAMES & JENNIFER	217 NEWARK AVE.	\$0.00
12702	4	DICKINSON, JAMES A. & JENNIFER A.	217 NEWARK AVE.	\$0.00
12705	3	DUNN, JUDITH	167 COLUMBUS DR.	\$0.00
12705	12	EBRAHIMI, PEGAH	319 BARROW ST.	\$0.00
13001	2	EDKE, YOGESH & PRADNYA	102 COLUMBUS DR.	\$0.00
12704	7	ENNOBLE REACH MANAGEMENT, CORP.,	187 NEWARK AVE.	\$854.65
11114	35	ESPOSITO, NICHOLAS	554 JERSEY AVE.	\$0.00
11113	30	ESTATE OF JOSEPH G. IECAMPO	218 NEWARK AVE.	\$554.39
12702	1	FAMULARO, J. & M.	297-301 FIRST ST.	\$1,663.18
13001	2	FAN, CHEN & ZHEN & SHENYAN	102 COLUMBUS DR.	\$0.00
11110	2	FARRELL, JOHN	330 FIRST ST.	\$0.00
11110	2	FARRELL, JOHN	388 MONMOUTH ST.	\$0.00
13001	2	FEDERAL NATIONAL MORTGAGE ASSOC.	102 COLUMBUS DR.	\$0.00
12702	4	FELIU, GABRIEL	217 NEWARK AVE.	\$0.00
12702	4	FERREL, BRANDIE & PLADDYS, EDWARD	217 NEWARK AVE.	\$0.00
11508	1	FIRST GROVE, L.L.C.	368 GROVE ST.	\$554.39
11508	20	FIRST GROVE, L.L.C.	366 GROVE ST.	\$554.39
12702	4	FISHER, RYAN S.	217 NEWARK AVE.	\$0.00
11507	27	FIVE STAR INV. GROUP, LLC	338 GROVE ST.	\$554.39
12802	23	FIVE STAR INVESTMENT	493 JERSEY AVE.	\$554.39
11405	11	FIVE STAR INVESTMENT GROUP	141 NEWARK AVE.	\$978.39
12704	22	FIVE STAR INVESTMENT GROUP LLC	520 JERSEY AVE.	\$2,021.76
12802	24	FIVE STAR INVESTMENT GROUP, LLC	112 MERCER ST.	\$1,663.18
11113	24	FIVE STAR INVESTMENT GROUP, LLC	547 JERSEY AVE.	\$2,206.48
11113	25	FIVE STAR INVESTMENT GROUP, LLC	280 FIRST ST.	\$543.30
11113	26	FIVE STAR INVESTMENT GROUP, LLC	282 FIRST ST.	\$598.74
11401	4	FIVE STAR INVESTMENT GROUP, LLC	188 NEWARK AVE.	\$616.93
12705	31	FIVE STAR INVESTMENT GROUP, LLC	516 JERSEY AVE.	\$554.39
12901	1	FIVE STAR INVESTMENT GROUP, LLC	143 COLUMBUS DR.	\$3,880.75
12704	27	FIVE STAR INVESTMENT GROUP, LLC	530 JERSEY AVE.	\$369.67
11401	5	FLEET NATIONAL BANK % BURR WOLFF LP	186 NEWARK AVE.	\$620.48
11401	6	FLEET NATIONAL BANK % BURR WOLFF LP	184 NEWARK AVE.	\$1,259.58
11401	27	FOGEL 248 BAY, LLC	248 BAY ST.	\$1,108.78
12702	4	FONDI, TOMMASO & JUNKO	217 NEWARK AVE.	\$0.00
11113	1	FOREVER LUCKY CORPORATION	30 COLES ST.	\$523.79
12702	4	FRIEDLANDER, JESSE	217 NEWARK AVE.	\$0.00
12702	4	FTD NEWARK AVENUE, LLC	217 NEWARK AVE.	\$909.20
12702	4	FTD NEWARK AVENUE, LLC	217 NEWARK AVE.	\$975.73
12702	4	FTD NEWARK,LLC%FIELDS DEVEL. GROUP	217 NEWARK AVE.	\$0.00
12702	4	FUSCHETTO, ANGELO	217 NEWARK AVE.	\$0.00
11115	2	G. & H. JEWELRY CO., INC.	194-96 NEWARK AVE.	\$844.45
12702	4	GAFFOOR, FAREEDA	217 NEWARK AVE.	\$0.00
12702	4	GAO, YU & CUI, HAINI	217 NEWARK AVE.	\$0.00
11113	21	GARDA, LLC	553 JERSEY AVE.	\$554.39
12705	12	GIANCOLA, CARRIE & WASILESKI, ADAM	319 BARROW ST.	\$0.00
12903	25	GMC FOUNDATION	294 GROVE STREET	\$0.00

11111	1	GMC FOUNDATION, INC. % M. SHAHID	244-250 NEWARK AVE.	\$1,542.99
13001	2	GOLDBERG, STUART	102 COLUMBUS DR.	\$0.00
11404	9	GONZALEZ, ADILIO C/O GONZALEZ	351 GROVE ST.	\$554.39
11403	18	GONZALEZ, ELIZABETH W.	361 GROVE ST.	\$554.39
12705	3	GREEN, MARLENE	167 COLUMBUS DR.	\$0.00
11507	33	GROVE & BAY RLTY CORP C/O GONZALEZ	350 GROVE ST.	\$532.22
11507	1	GROVE & BAY RLTY CORP C/O GONZALEZ	352 GROVE ST.	\$576.57
11405	21	GROVE I, L.L.C.	321 GROVE ST.	\$2,347.96
13001	2	GROVE POINTE U.R.,LLC%D. CRONHEIM	100 COLUMBUS DR.	\$526.01
13001	2	GROVE POINTE U.R.,LLC%D.CRONHEIM	100 COLUMBUS DR.	\$18,535.56
13001	2	GROVE POINTE UNIT 801T, LLC	102 COLUMBUS DR.	\$0.00
13001	2	GU, JIAJUN	102 COLUMBUS DR.	\$0.00
13001	2	GURJAR, VINAYAK S. & SONALI V.	102 COLUMBUS DR.	\$0.00
12903	1	HATZIDOUKAS, PANAGIOTIS & MARIA	300 GROVE ST.	\$1,454.73
12705	3	HERNANDEZ, JULIAN & LORIMAR	167 COLUMBUS DR.	\$0.00
12702	4	HERZIG, DOMINIK & ANNAIG	217 NEWARK AVE.	\$0.00
12702	4	HIRSH, IRA M.	217 NEWARK AVE.	\$0.00
12702	4	HOFMANN, ERIC & MEREDITH J.	217 NEWARK AVE.	\$0.00
12704	23	HOPKINS, BLYTHE A.&MACEK,THOMAS JAY	522 JERSEY AVE	\$0.00
12702	3	HUETE, FRANK J & MARINA	293 FIRST ST.	\$554.39
13001	2	HYUN, BOK IN	102 COLUMBUS DR.	\$0.00
12702	4	IM, CHRISTINA	217 NEWARK AVE.	\$0.00
12901	10	IOAKIMIDIS, IOANNISS & STELLA	315 GROVE ST.	\$554.39
12702	4	ISOLDA, MELISSA	217 NEWARK AVE.	\$0.00
11110	1	ITALIAN EDUCATIONAL & CULTURAL CENT	380 MONMOUTH STREET	\$0.00
11114	1	J.E.SCHAEFFER,E.SCHAEFFER,ANNA MARI	562.5 JERSEY AVE.	\$0.00
11401	28	J.G.S.RLTY.INC.	172 NEWARK AVE.	\$1,108.78
13001	2	JABALLAH, ADNANE & DOUHA	102 COLUMBUS DR.	\$0.00
11401	26	JARQUIN, CLAUDINA	246 BAY ST.	\$554.39
11405	13	JC 137, INC.	137 NEWARK AVE.	\$1,119.87
12704	1	JC PRIME, LLC % ELLEN LOK	197 NEWARK AVE.	\$983.94
12703	5	JEHOVAH WITNESSES CONGREGATION	529 JERSEY AVE	\$0.00
12704	28.01	JERSEY AVENUE MM, LLC	532 JERSEY AVE.	\$1,585.56
11401	13	JERSEY CITY PARKING AUTHORITY	174 NEWARK AVE.	\$0.00
11401	2	JERSEY NEWARK, LLC	544 JERSEY AVE.	\$475.00
11401	3	JERSEY NEWARK, LLC	190 NEWARK AVE.	\$624.25
12702	4	JOINT NEW LTD.	217 NEWARK AVE.	\$0.00
12702	4	JONES, DEMIAN X. & STARITSINA, ANNA	217 NEWARK AVE.	\$0.00
11114	41	JONES, SCOTT & JONES-STERMAN, SUSAN	562 JERSEY AVE.	\$0.00
11404	20	JUN, CHONG KWAN & JUNG HEE	132 NEWARK AVE.	\$600.52
12702	4	JUSU, MADELINE	217 NEWARK AVE.	\$0.00
12704	9	KALCANIDES, LLC	181-3 NEWARK AVE.	\$974.18
11404	24	KALCANIDES, STEVEN & MARIA	140 NEWARK AVE.	\$620.92
12702	4	KALYANARAMAN, SRINIVAS	217 NEWARK AVE.	\$0.00
13001	2	KANEMATSU, WATARU & KURODA, MIEKO	102 COLUMBUS DR.	\$0.00
12704	24	KARSHINSKY,PAULINA&DUSOVIC,NEDELJKO	524 JERSEY AVE.	\$0.00
12702	4	KHATIWADA, SHIKSHYA	217 NEWARK AVE.	\$0.00

11110	2	KHOMCHYN, NADIYA	351 SECOND ST.	\$0.00
11110	2	KHOMYCHUN, NADIYA	388 MONMOUTH ST.	\$0.00
13001	2	KIM, RAFAEL H.	102 COLUMBUS DR.	\$0.00
13001	2	KIM, SOO JUNG	102 COLUMBUS DRIVE	\$0.00
12702	4	KIM, YOUNG S.	217 NEWARK AVE.	\$0.00
12706	12	KIND, JONATHAN & MARIANA	515 JERSEY AVE.	\$0.00
12802	21	KNIGHT, CHRISTOPHER & APONTE, CARLOS	497 JERSEY AVE.	\$0.00
12906	19	KOBLENZ, JEFFREY	303 GROVE ST.	\$0.00
12702	4	KOKHAN, IGOR & KHRAMOVA, NATALIA	217 NEWARK AVE.	\$0.00
12702	4	KONG, ADDIE & TSOI, YEE KI WENDY	217 NEWARK AVE.	\$0.00
13001	2	KOO, MYONG JA	102 COLUMBUS DR.	\$0.00
11404	22	KSJC LLC	136 NEWARK AVE.	\$623.14
13001	2	KWAN, WAI YIP & CHOW, PO YEE	102 COLUMBUS DR.	\$0.00
12906	19	KWARA REALTY, INC.	303 GROVE ST.	\$266.11
12704	30	KYUNG HO, LLC	538 JERSEY AVE.	\$366.79
12702	4	LADOO, TELLY	217 NEWARK AVE.	\$0.00
11508	17	LAMRABAT, MUSTAPHA	354 GROVE ST.	\$465.69
11508	17	LAMRABAT, MUSTAPHA	354 GROVE ST.	\$0.00
11508	17	LAMRABAT, MUSTAPHA	354 GROVE ST.	\$0.00
12702	4	LAU, KAITLIN	217 NEWARK AVE.	\$0.00
11110	12	LAWRENCE PETRACCO, D.C.	233 NEWARK AVE.	\$501.17
12706	12	LEE, ANGELA	515 JERSEY AVE.	\$0.00
11110	2	LEE, CHIA YU	334 FIRST ST.	\$0.00
13001	2	LEE, DAVID Y. & KAO, SHUWEN	102 COLUMBUS DR.	\$0.00
13001	2	LEE, DONGMIN	102 COLUMBUS DR.	\$0.00
13001	2	LEE, HYOUNG SUK & KIM, SU KYOUNG	102 COLUMBUS DR.	\$0.00
12704	8	LEE, AMY YIM KAM & YAU, MEI HEUNG	185 NEWARK AVE.	\$436.20
13001	2	LEVINE, JASON	102 COLUMBUS DR.	\$0.00
12702	4	LI, ZENG & XIAOLEI	217 NEWARK AVE.	\$0.00
13001	2	LIANG, EMILY & CHAN, WAI SOON	102 COLUMBUS DR.	\$0.00
13001	2	LIANG, LIWEN	102 COLUMBUS DR.	\$0.00
13001	2	LIM, KWANG Y. & RIJANTO, LINA	102 COLUMBUS DR.	\$0.00
12906	19	LIN, HOWARD	303 GROVE ST.	\$0.00
12702	4	LINCAVAGE, MARTHA A.	217 NEWARK AVE.	\$0.00
12702	4	LIU, XIAOHONG	217 NEWARK AVE.	\$0.00
12702	4	LUERMAN, WILLIAM & KATIA	217 NEWARK AVE.	\$0.00
11406	1	M & L ASSOCIATES, L.L.C.	160 NEWARK AVE.	\$1,950.13
11405	17	M & R REAL ESTATE, LLC	127 NEWARK AVE.	\$1,135.40
11113	20	MALONEY, BRENT & SANDRA	287 SECOND ST.	\$0.00
12706	12	MALONEY, WILLIAM	515 JERSEY AVE.	\$0.00
11110	2	MAMADOPOULOS, KOSMAS	388 MONMOUTH ST.	\$0.00
13001	2	MAN, HOWARD & OU, ANITA	102 COLUMBUS DR.	\$0.00
11110	2	MANCUSO, CARMEN	388 MONMOUTH ST.	\$0.00
11110	2	MANCUSO, CARMEN	384A MONMOUTH ST.	\$0.00
11110	2	MANCUSO, RALPH P.	384A MONMOUTH ST.	\$0.00
11110	2	MANCUSO, RALPH P.	388 MONMOUTH ST.	\$0.00
11113	21	MANTRI, ASHOK & SHEELA	553 JERSEY AVE.	\$0.00

12702	4	MARAZITI, JACQUELINE ELIZABETH	217 NEWARK AVE.	\$0.00
13001	2	MARCUS, MATTHEW S.	102 COLUMBUS DR.	\$0.00
11405	8	MARO II, L.L.C.	149 NEWARK AVE.	\$924.06
13001	2	MARTIJENA, BELISARIO & ROBYN	102 COLUMBUS DR.	\$0.00
11405	7	MARTIN GOLDMAN,LLC % CH MARTIN	151 NEWARK AVE.	\$2,217.57
12702	4	MARTINO, DOMINIC & DUYOS, EDWARD	217 NEWARK AVE.	\$0.00
12702	4	MATIAS, NATALIE	217 NEWARK AVE.	\$0.00
11404	22	MAYER, SHANE	136 NEWARK AVE.	\$0.00
12702	4	MAZER, NATALIE & DAVID	217 NEWARK AVE.	\$0.00
11405	20	MC DONALD'S CORP.	325 GROVE ST.	\$467.02
12705	12	MEARS, MARY	319 BARROW ST.	\$0.00
12706	12	MELLAGE, KRISTIN & WHALEN, PATRICK	515 JERSEY AVE.	\$0.00
12702	4	MENDEZ, JOSE	217 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$266.11
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$266.11
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
11110	4	MIKDAL, L.L.C.	253 NEWARK AVE.	\$0.00
12906	24	MIRZA, MUHAMMED HUSSAIN & ANWAR	293.5 GROVE STREET	\$443.51
13001	2	MISRA, ANSHUMAN R.	102 COLUMBUS DR.	\$0.00
13001	2	MITTAL, DEEPAK & KOTHARI, CHITRA	102 COLUMBUS DR.	\$0.00
12906	19	MODERNE PARTNERS	303 GROVE ST.	\$0.00
12906	19	MODERNE PARTNERS	303 GROVE ST.	\$0.00
12906	19	MODERNE PARTNERS % P. VEN BRUNT	303 GROVE ST.	\$0.00
11114	34	MORANT, JOHNATHAN E. JR.,	552 JERSEY AVE.	\$0.00
12705	1	MOREIRA, MARIO A.	518 JERSEY AVE.	\$2,771.96
12705	12	MORHAIM, VICTOR H.	319 BARROW ST.	\$0.00
12705	12	MULLA, SIMONE & ADIL	319 BARROW ST.	\$0.00
12702	4	MUNOZ, CLAUDIA	217 NEWARK AVE.	\$0.00
12705	12	NAVEH, YAIR M.	319 BARROW ST.	\$0.00
11404	1	NEW BAY CONDOMINIUM PARTNERSHIP	154-158 NEWARK AVE.	\$1,862.76
11110	13	NEW STAR LEE, INC.	229-231 NEWARK AVE.	\$986.80
11404	25	NEWARK 144, LLC	142 NEWARK AVE.	\$616.48
11404	26	NEWARK 144, LLC	144 NEWARK AVE	\$375.21
12704	11	NEWARK COLUMBUS, LLC	175 NEWARK AVE.	\$1,108.78
12704	19	NEWARK COLUMBUS, LLC	162 COLUMBUS DR.	\$1,108.78
12702	4	NG, BERNARD	217 NEWARK AVE.	\$0.00
13001	2	NG, CHI KING & LUN FONG	102 COLUMBUS DR.	\$0.00

13001	2	NG, KAUFMAN & CHEUNG, ADA	102 COLUMBUS DR.	\$0.00
11404	22	NIELSEN, DIANE E.	136 NEWARK AVE.	\$0.00
11404	22	NIEVES, JORGE & SIMONELLI, NICOLE	136 NEWARK AVE.	\$0.00
11114	37	NIGAM, SANGARSH & SINGH, MRIDULA	556 JERSEY AVE.	\$0.00
12705	3	NIKOLIC, ZIVORAD, LJILJANA & IRENA	167 COLUMBUS DR.	\$0.00
12905	18	NISAR REALTY LLC	281 GROVE ST.	\$554.39
13001	2	OH, JOHN J.	102 COLUMBUS DR.	\$0.00
12705	3	ONKEN, BERNARD	167 COLUMBUS DR.	\$0.00
12906	21	OROLOGAS, WILMA	299 GROVE ST.	\$554.39
12704	13	O-YOUNG, L.L.C.	171 NEWARK AVE.	\$554.39
12704	2	PADILLA ENRIQUE & GLADYS R.	195.5 NEWARK AVE.	\$362.13
12705	2	PADIN, NICOLAS J.	169 COLUMBUS DR	\$554.39
13001	2	PAK, EUNJUNG ERIKA	102 COLUMBUS DR.	\$0.00
12702	4	PAREKH, KRUPA A.	217 NEWARK AVE.	\$0.00
11110	2	PASHKIN, RICHARD A. & ALISON-VEKLOTZ	384B MONMOUTH ST.	\$0.00
11110	2	PASHKIN, RICHARD A. & ALISON-VEKLOTZ	388 MONMOUTH ST.	\$0.00
11110	2	PASTULA, NICHOLAS & RODRIGUEZ, LISA	384E MONMOUTH ST.	\$0.00
11110	2	PASTULA, NICHOLAS & RODRIGUEZ, LISA	388 MONMOUTH ST.	\$0.00
12702	4	PENG, ANTAI	217 NEWARK AVE.	\$0.00
11110	11	PETRACCO, LAWRENCE & NUGNES, TRACEY	235 NEWARK AVE.	\$992.36
12706	12	PINCHBACK, WARNER L. III	515 JERSEY AVE.	\$0.00
13001	2	PO, HSIAO & XIANGDI, LI	102 COLUMBUS DR.	\$0.00
11114	40	POLLACK, S.D. & A.S. LEUNG YAU, K.	560 JERSEY AVE.	\$0.00
13001	2	PONTE, JOSEPH M.	102 COLUMBUS DR.	\$0.00
12702	4	POTDAR, SUVARNA MADHAV	217 NEWARK AVE.	\$0.00
12702	4	POWERS, CHRISTINE	217 NEWARK AVE.	\$0.00
12705	28	PRICE, MARY ANN	510 JERSEY AVE.	\$443.51
13001	2	QASIM, ABBAS & IQBAL, NOREEN	102 COLUMBUS DR.	\$0.00
12702	4	QUINTERO, ISMAEL	217 NEWARK AVE.	\$0.00
12906	27	R HOLDINGS, LLC	289 GROVE ST.	\$443.51
12702	4	RAFTER, SUSAN	217 NEWARK AVE.	\$0.00
12705	12	RAMDIAL, MOHANI	319 BARROW ST.	\$0.00
11404	21	RANI MANAGEMENT C/O ELYSEE INVEST.	134 NEWARK AVE.	\$629.79
12702	4	RAO, ARVINDH	217 NEWARK AVE.	\$0.00
11404	22	RAPPAPORT, DAVID	136 NEWARK AVE.	\$0.00
12705	12	RAY-CHAUDHURI, RAJEEB & PRIYA	319 BARROW ST.	\$0.00
13001	2	READ, JAMES E. & LEE, ANNIE	102 COLUMBUS DRIVE	\$0.00
12705	12	REINHART, BEAT F.K.	319 BARROW ST.	\$0.00
12702	4	REN, ZHONG & WU, JINXUAN	217 NEWARK AVE.	\$0.00
12705	12	RENTECH, LLC	319 BARROW ST.	\$0.00
12705	12	RENTECH, LLC	319 BARROW ST.	\$0.00
12705	12	RENTECH, LLC	319 BARROW ST.	\$0.00
12702	4	RISTORUCCI, ROBERT & SALTON, STEVE	217 NEWARK AVE.	\$0.00
12905	19	RIVER GROVE, L.L.C.	279 GROVE STREET	\$554.39
12905	20	RIVER GROVE, LLC	277 GROVE ST.	\$554.39
12905	22	RIVER GROVE, LLC	275 GROVE ST.	\$554.39
11114	36	RIVERA, JAMES & MARIA	554.5 JERSEY AVE.	\$0.00

13001	2	ROBERTS,KIMBERLY L. & WILLIAMS,T.	102 COLUMBUS DR.	\$0.00
12705	12	ROBINSON, DAVID & ADELITA	319 BARROW ST.	\$0.00
12705	27	RODRIGUEZ, SANTOS & ELISA	104 WAYNE ST.	\$1,774.06
11401	12	RODRIGUEZ,M. % 176 NEWARK AVE LLC	176 NEWARK AVE.	\$625.80
12802	20	ROLAND, FRANK & URSULA	499 JERSEY AVE.	\$0.00
11401	24	ROLONS BAR INC	242 BAY ST.	\$563.26
12705	12	ROWLEY, RACHEL	319 BARROW ST.	\$0.00
12802	22	RUSSO, ALFONSE R. & LYDIA M.	495 JERSEY AVE.	\$554.39
12702	4	SAAD, DALE & SUZANNE	217 NEWARK AVE.	\$0.00
12705	12	SALOM, DOUGLAS JASON	319 BARROW ST.	\$0.00
12705	12	SANZ, MONICA	319 BARROW ST.	\$0.00
12706	11	SCHARF, KENNETH	517 JERSEY AVE.	\$554.39
12702	4	SCHORN, THOMAS	217 NEWARK AVE.	\$0.00
12702	4	SCHULMAN, HENRY K. & PATRICIA E.	217 NEWARK AVE.	\$0.00
11114	31	SEBECITY1, LLC	548 JERSEY AVE.	\$369.67
12702	4	SEMINOWICZ, CHRISTOPHER	217 NEWARK AVE.	\$0.00
12704	25	SENE, KWOK-HUIE ET ALS	526 JERSEY AVE.	\$369.67
12905	16	SHAD, YOUSUF ALI & M.B RAKHSHINDA	285 GROVE ST.	\$554.39
12702	4	SHAH, VINAY & AMI DOSHI	217 NEWARK AVE.	\$0.00
13001	2	SHANKARNARAYAN,S.&MURTHY,V.	102 COLUMBUS DRIVE	\$0.00
12705	12	SHEIBANIE, AMIR	319 BARROW ST.	\$0.00
12905	15	SHENG, MIKE YUAN-TAI	287 GROVE ST.	\$554.39
12702	4	SHESTAKOV, ROMAN & MARCINEX, LIDIA	217 NEWARK AVE.	\$0.00
11405	6	SHULAMMITE,LLC., & L.F.M.H. LLC.	155 NEWARK AVE.	\$1,108.78
11113	21	SILVA, SUSANA M. & JOSE A.	553 JERSEY AVE.	\$0.00
12803	35	SJW HOLDINGS, LLC	110 MERCER ST.	\$2,217.57
11110	2	SMALL, RICHARD & ROSE Y. MOY	388 MONMOUTH ST.	\$0.00
11110	2	SMALL, RICHARD A. & ROSE Y. MOY	332 FIRST ST.	\$0.00
12702	4	SONG, HANCI & YANG, KUAN	217 NEWARK AVE.	\$0.00
12702	4	SONG, JAE IK & HONG, JUNG YEON	217 NEWARK AVE.	\$0.00
11405	12	SROUR, RLTY. CO. INC.	139 NEWARK AVE.	\$984.60
11113	28	STATEWIDE SAV. % SOVEREIGN BANK	212-14 NEWARK AVE.	\$1,075.52
11114	33	STEIER, MARC ALAIN	550.5 JERSEY AVE.	\$0.00
12705	3	STENCE, KATIE M.	167 COLUMBUS DR.	\$0.00
12705	12	STIER, GERARD J.	319 BARROW ST.	\$0.00
12906	20	STINCHCOMB, ALBERT M.	301 GROVE ST.	\$0.00
12901	11	SU, R.& J.& O. & J.	313 GROVE ST.	\$554.39
13001	2	SUPER, YEVGENIY & IRINA	102 COLUMBUS DR.	\$0.00
12705	12	SUZDAK, PAUL	319 BARROW ST.	\$0.00
12705	29	SWJ HOLDINGS, LLC	512 JERSEY AVE.	\$585.44
12705	30	SWJ MANAGEMENT, LLC	514 JERSEY AVE.	\$554.39
12803	1	SWJ MANAGEMENT, LLC	500 JERSEY AVE.	\$2,217.57
12702	4	TAC PROPERTIES, LLC	217 NEWARK AVE.	\$798.33
12702	4	TAKAGI, TOSHIMITSU	217 NEWARK AVE.	\$0.00
11113	21	TANK, VIKRAM & MANTRI, MAYA	553 JERSEY AVE.	\$0.00
12705	12	TEJADA, MANOLA	319 BARROW ST.	\$487.87
12705	12	TEJADA, MANOLA	319 BARROW ST.	\$487.87

11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	386 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	349 SECOND ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/O THOM.MARSICH	355 SECOND ST.	\$0.00
11110	2	VILL.TNHSE.EST.C/OA-1 PROPERTY MGMT	388 MONMOUTH ST.	\$0.00
11110	2	VILL.TNHSEEST.C/O THOM.MARSICH	388 MONMOUTH ST.	\$0.00
11507	32	VILLAGE GROVE, LLC	348 GROVE ST.	\$554.39
12702	4	VOLKER, ROBYN & JTWRS, IRMSCHER	217 NEWARK AVE.	\$0.00
11405	9	VP NORTH NJ EMERALD, LLC	145 NEWARK AVE.	\$2,402.29
11113	34	VU, THIEN DAC & NGUYEN, HOA THI	226 NEWARK AVE.	\$589.87
13001	2	VUMMIDISINGH-LAXMANA,RAJINEESH & S.	102 COLUMBUS DR.	\$0.00
13001	2	WANG, XIAO	102 COLUMBUS DR.	\$0.00
12702	4	WATABE, DANIEL & AKIKO	217 NEWARK AVE.	\$0.00
12705	12	WECHSLER, MARILYN	319 BARROW ST.	\$0.00
12705	12	WECHSLER, MARILYN A.	319 BARROW ST.	\$0.00
12902	1	WELLS REIT II-INT'L FNCL TW%M. CALI ATTN:LESLIE S.	95 COLUMBUS DR.	\$14,514.88
13001	2	WEST, WILLIAM C/O GREENTHAL MANGMT.	102 COLUMBUS DR.	\$0.00
12702	4	WILDER, STEPHEN & OKSANA	217 NEWARK AVE.	\$0.00
11404	22	WILLS, JORDAN & SUMI	136 NEWARK AVE.	\$0.00
13001	2	WOLF, STEWART	102 COLUMBUS DR.	\$0.00
12702	4	WONG, SPENCER K. & AXA	217 NEWARK AVE.	\$0.00
12702	4	WONG, WING, SZE & LIU, DEWITT C.	217 NEWARK AVE.	\$0.00
12702	4	WU, LIANG & GU, QILIANG	217 NEWARK AVE.	\$0.00
12702	4	WYMAN, MICHAEL	217 NEWARK AVE.	\$0.00
12706	12	YAN, MIN	515 JERSEY AVE.	\$0.00
13001	2	YANG, CYNTHIA X.	102 COLUMBUS DR.	\$0.00
13001	2	YANG, PUZE & ZHENG, YING	102 COLUMBUS DR.	\$0.00
12705	3	YASSIN, AARON	167 COLUMBUS DR.	\$0.00
13001	2	YOON, YONGSUK	102 COLUMBUS DR.	\$0.00
13001	2	YUMURTA, IZI & SARFATI, RACHEL	102 COLUMBUS DR.	\$0.00
12705	12	ZALIOUK, TAMAR & MARKHAM, JASON	319 BARROW ST.	\$0.00
12901	13	ZANAKIS, SEVASTI	305 GROVE ST.	\$1,663.18
13001	2	ZHANG, JUNCHEN & YUN	102 COLUMBUS DR.	\$0.00
				222316.11

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the Historic Downtown Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on Wednesday, June 25, 2014 at 6:00 P.M. at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

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

City Clerk File No. Res. 14.422

Agenda No. 10.K

Approved: JUN 25 2014

TITLE:



RESOLUTION ADOPTING AND RATIFYING THE 2014-2015 BUDGET OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of May 14, 2014, the Municipal Council of the City of Jersey City introduced and approved the Historic Downtown Special Improvements District following budget for the period July 1, 2014 through June 30, 2015, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on June 25, 2014; and

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

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

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

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

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

1. The Historic Downtown Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$222,315.61 for the Historic Downtown Special Improvement District for the period July 1, 2014 through June 30, 2015, which sum shall be raised by taxation during the period July 1, 2014 through June 30, 2015.

TITLE:

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

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

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

RB/rj

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Petitions and Communications

6.z

Meeting 04.23.14

**HISTORIC DOWNTOWN
MANAGEMENT CORPORATION**

Special Improvement District – Jersey City
344 Grove St. PMB#52, Jersey City, NJ 07306, 201-547-3554

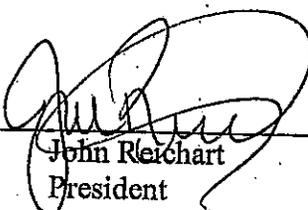
**RESOLUTION APPROVING THE BUDGET FOR THE 2014-2015
FISCAL YEAR OF THE HISTORIC DOWNTOWN SPECIAL
IMPROVEMENT DISTRICT (HDSID)**

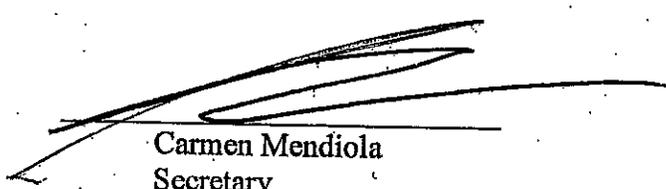
WHEREAS, N.J.S.A. 40:56-25 et. seq., the State Statute authorizing the creation of Special Improvement Districts and the Designation of a District Management Corporation must submit an annual budget for approval by the Municipal Council; and

WHEREAS, Ordinance # 97-021 of the City of Jersey City Municipal Council, providing for the Creation of a Historic Downtown Special Improvement District (HDSID) and designation of the Historic Downtown Special Improvement District Management Corporation as the District Management Corporation (DMC);

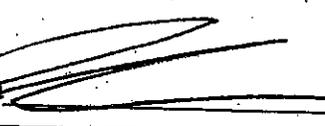
WHEREAS, pursuant to Article I, Section 4 of the By-laws of the Historic Downtown Special Improvement District;

NOW, THEREFORE BE IT RESOLVED that the HDSID held a meeting on April 15, 2015; and a quorum was present to move and second the submission of the HDSID Fiscal Year 2014-2015 annual budget to the City Council of the City of Jersey City for a resolution allowing the HDSID to adopt the budget for the purposes of collecting the assessment for the HDSID in the amount of \$222,315.61


John Reichart
President


Carmen Mendiola
Secretary

CERTIFIED to be a true copy of the RESOLUTION adopted by the Historic Downtown Special Improvement District (HDSID) at its meeting on: 15th day of April, 2014

HDSID Secretary, Carmen Mendiola 

Dated: 4/21/2014

Historic Downtown Special Improvement District Budget FY 2014-15				
Ordinary Income/Expense				
Income				
Revenues				
Private				
A			Commerce Permit Fees Reimbursed	\$ 4,000.00
B			Security Deposit Reimbursed	
C			Groove on Grove Vendor Fees	
D			Street Fair Vendor Fees	\$ 15,000.00
E			Farmers' Market Fees	\$ 65,000.00
F			Assessment	\$ 222,315.61
G			Total Private	\$ 306,315.61
H			Public/UEZ	
I			Grants (Sponsorships)	
J			Farmers Market Sponsorship	\$ 10,000.00
K			Holiday Décor Sponsor	\$ 4,500.00
L			Sponsorships Groove on Grove	\$ 30,000.00
M			Sponsorships Annual Street Fair	\$ 30,000.00
N			Total Grants	\$ 74,500.00
O			Total Revenues	\$ 380,815.61
P			Total Income	\$ 380,815.61
Q			Gross Profit	\$ 380,815.61
R			Expense	
S			Interest Expense	
T			Miscellaneous	\$ -
U			Petty Cash	\$ 5,000.00
V			Meetings & Travel	
W			Lodging	\$ -
X			Meals	\$ 150.00
Y			Meeting Materials	\$ 600.00
Z			Meeting & Travel - Other	\$ 50.00
A1			Parking	\$ 150.00
B1			Transportation	\$ 350.00
C1				
D1			Rent	\$ -
E1			Utilities	\$ 1,200.00
F1			Postage	\$ 275.00
G1			Accountant - Audit	\$ 3,500.00
H1			Accountant - Bookkeeping	\$ 8,100.00
I1			Accountant - Payroll	\$ 4,500.00
J1			Bank Service Fees	\$ 100.00
K1			Insurance	
L1			Cell Phone Insurance	\$ 720.00
M1			D&O Insurance	\$ 800.00
N1			Health Insurance	\$ 8,760.00
O1			General Liability	\$ 17,330.00
O1.1			Insurance Tax for GL	\$ 872.75
O1.2			Finance charge for GL	\$ 520.63
O1.3			Fee for GL Financing	\$ 100.00
P1			Workman's Comp	\$ 6,000.00
Q1			Business owners	\$ 650.00
R1			Umbrella	\$ 403.60
S1			Employee Reimbursements	
T1			Gifts	\$ 250.00
U1			Payroll Expense	
V1			NJ - WF/SWF Company	\$ 200.00
W1			NJ - Health Care Subsidy Co.	
X1			NJ - Unemployment Tax	\$ 2,550.00
Y1			NJ - Disability Tax	\$ 500.00
Z1			Social Security Tax	\$ 11,000.00
A2			Medicare Tax	\$ 2,600.00
B2			Federal Unemployment	\$ 425.00
C2			Administration	
D2			Wages	\$ 152,500.00
E2			Dues/Subscriptions	\$ 1,000.00
F2			Education	\$ 600.00
G2			Telephones	
H2			Internet/Office phone	\$ 1,500.00
I2			Cell Phones (Clean Team and Admin Staff)	\$ 3,360.00
J2			MyFax service	\$ 120.00

Historic Downtown Special Improvement District Budget FY 2014-15			
K2		Office Supplies	\$ 8,000.00
L2		Marketing/Promotions	
M2		Website	\$ 3,500.00
N2		Web Promotion	\$ 2,000.00
O2		Overtime for events	\$ 1,500.00
P2		Security	\$13,000.00
Q2		Holiday Lights	\$ 4,900.00
R2		Uniforms	\$ 1,750.00
S2		Clean Team Supplies	\$ 5,500.00
T2		Bonuses	\$ 8,500.00
X2	Other Income/Expense		
Y2	Other Income		
Z2	Interest Income		\$ 150.00
A3	Other Income		\$ -
B3	Total Other Income		\$ 150.00
B4	Net Other Income		\$ 150.00
Net Income			\$ 17,228.63

A public hearing on the 2014-2015 Budget of the Historic Downtown Special Improvement District as introduced May 14, 2014, will be held Wednesday, June 25, 2014 at 6:00 P.M. at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey. All interested parties will be afforded an opportunity to address the Council regarding same.

Robert Byrne
City Clerk

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

City Clerk File No. Res. 14.423

Agenda No. 10.1

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO THE COOPERATION AGREEMENT DATED APRIL 7, 2014, WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO PROVIDE FOR AN ADDITIONAL \$2,005,400 FOR THE CONSTRUCTION OF THE NEXT PHASE OF THE BERRY LANE PARK

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, it is in the best interests of the City of Jersey City (City) to establish and improve Berry Lane Park, which is a cornerstone of the Morris Canal Redevelopment Plan; and

WHEREAS, the Jersey City Redevelopment Agency (JCRA) has acquired the services of professionals and other contractors and has begun to construct the improvements; and

WHEREAS, in order to provide these services, the City and the JCRA entered into a cooperation agreement dated April 7, 2014; and

WHEREAS, under the April 7, 2014 Cooperation Agreement, the JCRA agreed to provide environmental planning, design, and construction services to the City for no consideration with an initial value of approximately \$1,178,801 (one million one hundred seventy-eight thousand eight hundred one dollars); and

WHEREAS, the JCRA requires an additional \$2,005,400 (two million five thousand four hundred dollars) to implement the next phase of the Morris Canal Redevelopment Plan and advance the construction of the next phase of Berry Lane Park; and

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o) authorize such agreements as well as cooperation between a City and its redevelopment agency to implement a redevelopment plan; and

WHEREAS, the JCRA will provide the City access to Berry Lane Park; and

WHEREAS, sufficient funds have been encumbered under the following accounts:

Account #04-226-55-000-030 in the amount of \$23,816 (twenty-three thousand eight hundred sixteen dollars);

Account #04-226-55-000-034 in the amount of \$544,404 (five hundred forty-four thousand four hundred four dollars); and

Account #04-215-55-932-990 in the amount of \$1,437,180 (one million four hundred thirty-seven one hundred eighty dollars).

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute:

(a) A Cooperation Agreement dated April 7, 2014 with the JCRA shall remain in full force and effect except that the funds shall be increased by an additional \$2,005,400; and

(b) Such additional documents as may be necessary or appropriate to effectuate the implementation of the Cooperation Agreement and Morris Canal Redevelopment Plan.

TITLE: **RESOLUTION AUTHORIZING AN AMENDMENT TO THE COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY FOR IMPROVEMENTS TO THE BERRY LANE PARK APRIL 7, 2014, TO PROVIDE FOR AN ADDITIONAL \$2,005,400 FOR THE CONSTRUCTION OF THE NEXT PHASE OF THE BERRY LANE PARK**

I Donna Mauzer certify that sufficient funds are available for payment of this Resolution in Account # 04-226-55-000-030 in the amount of \$23,816 (twenty-three thousand eight hundred sixteen dollars); Account # 04-226-55-000-034 in the amount of \$544,404 (five hundred forty-four thousand four hundred four dollars); and Account # 04-215-55-932-990 in the amount of \$1,437,180 (one million four hundred thirty-seven one hundred eighty dollars). PO #113911

DONNA MAUER
Chief Financial Officer

JM/he
6/18/14

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AMENDMENT TO THE COOPERATION AGREEMENT DATED APRIL 7, 2014, WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO PROVIDE FOR AN ADDITIONAL \$2,005,400 FOR THE CONSTRUCTION OF THE NEXT PHASE OF THE BERRY LANE PARK

Initiator

Department/Division	Mayor	Mayor
Name/Title	Douglas Carlucci	
Phone/email	(201) 547-4943	dcarlucci@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City and the Jersey City Redevelopment Agency entered into a Cooperation Agreement dated April 7, 2014, for improvements of the Berry Lane Park and the Morris Canal Redevelopment Plan. JCRA agreed to provide environmental planning, design, and construction services for \$1,178,801. JCRA now requires an additional \$2,005,400 to implement the next phase of the Morris Canal Redevelopment Plan and advance the construction of the next phase of Berry Lane Park.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

COOPERATION AGREEMENT

This Agreement made this 7~~th~~ day of April, 2014, between the CITY OF JERSEY CITY [CITY], a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, and the JERSEY CITY REDEVELOPMENT AGENCY, [JCRA], a public corporation of the State of New Jersey, with offices at 30 Montgomery Street, Jersey City, NJ 07302.

RECITALS

WHEREAS, the City is undertaking improvements to Berry Lane Park as well as the implementation of the Morris Canal Redevelopment Plan Area; and

WHEREAS, the JCRA has agreed to provide environmental planning, design, and construction services to the City for no consideration with a value of approximately \$1,178,801 (one million one hundred seventy-eight thousand eight hundred one dollars); and

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto, do mutually covenant, promise and agree as follows:

ARTICLE 1

PURPOSE & SCOPE OF AGREEMENT

The purpose of this Agreement is to enable the JCRA to conduct various activities, including, environmental testing, planning, design, engineering and construction at Berry Lane Park in order to implement in part the Morris Canal Redevelopment Plan.

ARTICLE 2

SERVICES

1. The City and JCRA understand and agree that the budget is to complete a portion of the project and that additional cost and expense will be incurred for additional environmental and construction services.

2. The City and JCRA may modify the JCRA's scope of services from time to time, as necessary to effectuate the purpose of the Agreement as stated above. Such modifications must be approved in writing by the Business Administrator and Executive Director of the JCRA.

3. At the request of the City, the JCRA shall cooperate with and, if

appropriate, coordinate its activities with such City agencies or other public bodies that the City may designate from time to time.

ARTICLE 3
TERM OF AGREEMENT

The term of this Agreement shall be two (2) years commencing on the date hereof.

ARTICLE 4
COMPENSATION AND PAYMENT

The JCRA shall provide these services to the City for no consideration. However, the City agrees to reimburse the JCRA up to \$1,178,801 (one million one hundred seventy-eight thousand eight hundred one dollars). The JCRA shall submit a certification of services rendered and out of pocket expenses it incurs to the Business Administrator or the Director of Architecture which shall include the purpose, amount of, and rate for each contract to be reimbursed by the City.

ARTICLE 5
CONTRACTUAL RELATIONSHIP

1. In performing the services under this Agreement, the JCRA shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City.

2. The JCRA 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 planning practices and standards.

ARTICLE 6
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.

ARTICLE 7
NOTICES

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if hand delivered or mailed by certified mail, return receipt requested to:

1. City of Jersey City: A) Business Administrator, City Hall, 280 Grove Street,

Jersey City, NJ 07302; B) Director of HEDC, 30 Montgomery Street, Jersey City, NJ 07302.

2. Jersey City Redevelopment Agency, Executive Director, 30 Montgomery Street, Jersey City, NJ 07302.

ARTICLE 8
TERMINATION

This Agreement shall become effective on the date appearing above and shall continue thereafter until terminated in whole or in part, at any time for any or no reason by either party upon thirty (30) days written notice to the other.

ARTICLE 9
REPORTS

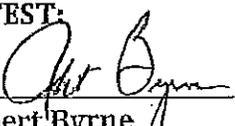
Upon demand the JCRA agrees to provide the City with any reports, memoranda or other documents prepared or purchased by the JCRA in connection with the provision of services rendered hereunder. In addition, the JCRA will provide the City with periodic status reports or accounting upon demand by the City.

ARTICLE 10
INSURANCE

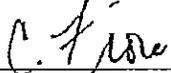
In the event the JCRA enters into a contract with a third party in order to render services to the City hereunder, the JCRA shall require the third party to provide the City with the same type and amount of insurance as the JCRA requires the third party to provide to the JCRA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

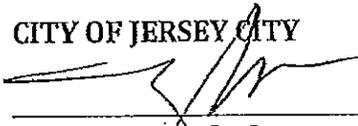
ATTEST:


Robert Byrne
City Clerk

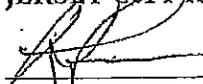
WITNESS


Executive Director

CITY OF JERSEY CITY


Robert J. Kakoleski
Acting Business Administrator

JERSEY CITY REDEVELOPMENT AGENCY


Chairman

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

City Clerk File No. Res. 14.217
 Agenda No. 10.7.27
 Approved: MAR 26 2014



TITLE: RESOLUTION AUTHORIZING A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL REDEVELOPMENT PLAN

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, it is necessary and in the best interests of the City of Jersey City (City) to establish and improve Berry Lane Park, which is a cornerstone of the Morris Canal Redevelopment Plan; and

WHEREAS, the Jersey City Redevelopment Agency (JCRA) will require the services of professionals and other contractors to construct the improvements; and

WHEREAS, the JCRA will require approximately \$1,178,801 (one million one hundred seventy-eight thousand eight hundred one dollars) to implement the redevelopment plan and provide the requisite services; and

WHEREAS, in order to provide these services, it is necessary for the City and the JCRA to enter into a cooperation agreement; and

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o) authorize such agreements as well as cooperation between a City and its redevelopment agency to implement a redevelopment plan; and

WHEREAS, in addition the JCRA will provide the City access to Berry Lane Park; and

WHEREAS, sufficient funds have been encumbered under Account # 02-213-40-000-512 in the amount of \$394,201 (three hundred ninety-four thousand two hundred one) and Account # 04-216-55-925-990 in the amount of \$784,600 (seven hundred eighty-four thousand six hundred dollars).

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute:

(a) A Cooperation Agreement and License Agreement with the JCRA (substantially in the form attached), subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and

(b) Such additional documents as may be necessary or appropriate to effectuate the implementation of the Cooperation Agreement and redevelopment plan.

I, Donna Mauer, certify that sufficient funds are available for payment of this Resolution in Account # 02-213-40-000-512 in the amount of \$394,201 (three hundred ninety-four thousand two hundred one) and Account # 04-216-55-925-990 in the amount of \$784,600 (seven hundred eighty-four thousand six hundred dollars).

Donna Mauer
 DONNA MAUER
 Chief Financial Officer

JMhe
 3/24/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	ABSTAIN		

✓ Indicates Vote

N.V. - Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SECOND AMENDMENT TO THE COOPERATION AGREEMENT WITH THE CITY OF JERSEY CITY FOR THE DEVELOPMENT OF BERRY LANE PARK

WHEREAS, the Agency executed a Cooperation Agreement with the City of Jersey City dated March 22, 2007 and as amended on September 15, 2009 for the purpose of conducting various activities for the development of the Berry Lane Park project; and

WHEREAS, the Agency and the City desire to amend the Cooperation Agreement to enable the Agency to be reimbursed for additional costs associated with the project and to extend the terms of the agreement; and

WHEREAS, the substantial form of the Cooperation Agreement will be attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to execute an Amendment to the Cooperation Agreement (to be attached) subject to the review and approval of the Agency's General Counsel.

C. Fine

SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 20, 2011.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAINED	ABSENT
Kalimah H. Ahmad	✓			✓
Piyush M. Amin	✓			
Rafael Diaz	✓			
Evelyn Farmer	✓			
James K. Morley	✓			
Michael J. Sottolano				✓
John Spinello	✓			

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

City Clerk File No. Res. 14.424

Agenda No. 10.M

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM THE JERSEY CITY SOCCER ASSOCIATION

COUNCIL AS WHOLE
Resolution:

Offered and moved adoption of the following

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, by a letter dated June 16, 2014, the City of Jersey City committed to accept the donated the sum of up to \$6,000 for the City of Jersey City to be used solely to perform borings to inspect the soil for environmental and structural reasons to evaluate the possibility of installing lighting for the Multi-purpose Field in the Ed Ford Athletic Complex at Caven Point; and

WHEREAS, the City of Jersey City is desirous of accepting this gift.

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

1. The acceptance of a donation in the amount of Six Thousand Dollars (\$6,000.00) from the Jersey City Soccer Association to be used to inspect the soil for the purposes of installing athletic field lighting at the Multi-purpose Field in the Ed Ford Athletic Complex at Caven Point, and is hereby approved; and
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. The City of Jersey City hereby thanks the Jersey City Soccer Association for their generosity.

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											
				6.25.14							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM THE JERSEY CITY SOCCER ASSOCIATION

Initiator

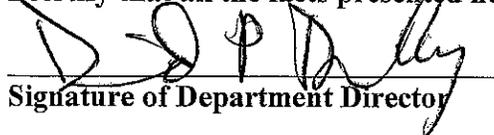
Department/Division	Office of the Mayor	
Name/Title	David Donnelly	Senior Administrative Analyst
Phone/email	201-547-5748	donnelyd@icnj.org

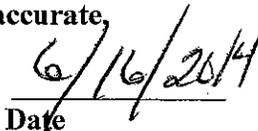
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The acceptance of a donation in the amount of Six Thousand Dollars (\$6,000.00) from the Jersey City Soccer Association to be used to inspect the soil for the purposes of installing athletic field lighting at the Multi-purpose Field in the Ed Ford Athletic Complex at Caven Point

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

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

City Clerk File No. Res. 14.425

Agenda No. 10.N

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES CENTER FOR MEDICARE & MEDICAID SERVICES FY 2014 CO-OPERATIVE AGREEMENT TO SUPPORT NAVIGATORS IN FEDERALLY FACILITATED AND STATE PARTNERSHIP MARKETPLACES GRANT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, there is a need to increase our Outreach on the Affordable Care Act to our different ethnic communities in the various languages spoken in Jersey City and also assist Small Business owners obtain insurance for their employees;

WHEREAS, the US Department of HHS, Centers for Medicare & Medicaid Services Co-Operative Agreement to Support Navigators in the Marketplace Grant support projects that will provide these services to members of the community still needing health insurance;

WHEREAS, the Jersey City Department of Health and Human Services wishes to extend their Outreach to help assist enroll the residents of Jersey City under the Affordable Care Act in their native languages and to small business owners wherever possible;

WHEREAS, the Jersey City Centralized Grants and Community Partnership Office desires to submit an no matching funds grant application to the US Department of Health & Human Services on behalf of the Jersey City Department of Health and Human Services for the FY 2014, Centers for Medicare & Medicaid Services Co-Operative Agreement to Support Navigators in the Marketplace Grant in the amount of \$500,000 to serve 10,000 residents.

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

1. The City of Jersey City authorizes the submission of the grant for funding.
2. These funds will be used by the Jersey City Department of Health and Human Services to provide a program that will provide outreach to all individuals and small business owners who are eligible for insurance either on the Federal Marketplace, Medicaid, Family Care or Children's Health Insurance Program (CHIP) and help them apply for their insurance; allowing more people to enroll in the Healthcare Marketplace.

APPROVED: *[Signature]*
Kevin Lyons For Mr. Elanayan

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6.25.14							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES CENTER FOR MEDICARE & MEDICAID SERVICES FY 2014 CO-OPERATIVE AGREEMENT TO SUPPORT NAVIGATORS IN FEDERALLY FACILITATED AND STATE PARTNERSHIP MARKETPLACES GRANT

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director of HHS
Phone/email	(201) 547-6560	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

US Department of HHS, Centers for Medicare & Medicaid Services Co-Operative Grant is offered to support navigators in the Marketplace and projects that will provide these services to members of the community still needing health insurance. The Jersey City Department of Health and Human Services wishes to extend their outreach to help assist enroll the residents of Jersey City under the Affordable Care Act in their native languages and to small business owners wherever possible.

I certify that all the facts presented herein are accurate.

Kevin Lyons

Signature of Department Director
Kevin T. Lyons

6/13/14

Date

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

City Clerk File No. Res. 14.426

Agenda No. 10.0

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE U.S. DEPARTMENT OF DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF MINORITY HEALTH FY 2014 YOUTH EMPOWERMENT PROGRAM II (YEP II)

COUNCIL
following resolution.

Offered and moved adoption of the

WHEREAS, there is a need to provide services to support an evidence-based program to address unhealthy behaviors in at-risk minority male youth and provide them opportunities to learn skills and gain experiences that contribute to more positive lifestyles and enhance their capacity to make healthier life choices.; and

WHEREAS, the FY 2014 Youth Empowerment Program II Grant intends to demonstrate the effectiveness and efficiency of strategic partnerships in improving the health status of at-risk minority male youth by addressing youth violence and the resolution of conflicts in a nonviolent manner, low educational attainment, school suspensions and dropout, refusal skills with respect to reduction in substance abuse, counseling and behavioral health, cultural beliefs associated with sexual risk behavior among males, and enhancing the community's capacity to facilitate and sustain mentoring support services for at-risk minority male youth between the ages of 10 to 18; and

WHEREAS, the City of Jersey City wishes to provide these vital services being offered under this grant program; and

WHEREAS, the Jersey City Centralized Grants and Community Partnership Office desires to submit an no matching funds grant application to the Department of Health and Human Services, Office of Minority Health for the FY 2014 Youth Empowerment Program II (YEP II) in the amount of \$500,000.00

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

1. The City of Jersey City authorizes the submission of the grant for funding; and
2. These funds will be used by the City of Jersey City to provide a program addressing youth violence, education, job preparedness, health, mentoring, and counseling services for at-risk male youths.

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

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

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE U.S. DEPARTMENT OF DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF MINORITY HEALTH FY 2014 YOUTH EMPOWERMENT PROGRAM II (YEP II)

Project Manager

Department/Division	Department of Health & Human Services	
Name/Title	Stacey Flanagan	
Phone/email	201-547-6560	SFlanagan@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

1. These funds will be used by the City to pay the salary of a Program Director, and to contract with Partnering Vendors to provide required support services needed for the at-risk male youth program participants.

Cost (Identify all sources and amounts)

To be determined by the funding agency

Contract term (include all proposed renewals)

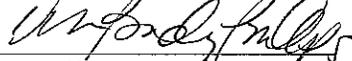
One Year Grant

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/10/14
Date

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

City Clerk File No. Res. 14.427

Agenda No. 10.P

Approved: JUN 25 2014

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SANDY SSBG LEAD SCREENINGS GRANT FOR THE JERSEY CITY CHILDREN LEAD POISONING PREVENTION PROGRAM (CLPPP)

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City (City) wishes to enter into a contract with the New Jersey Department of Health, Division of Family Health Services to provide access to and perform blood lead screenings; and

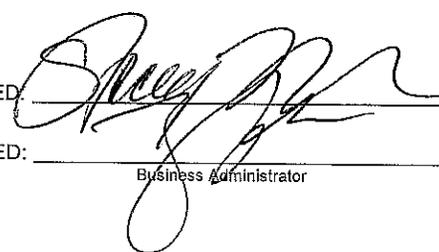
WHEREAS, the City further recognizes that it is incumbent upon not only public officials but upon the entire community to take action post Superstorm Sandy to identify environmental high risk addresses in our community; and

WHEREAS, this grant is for the period of July 1, 2014 through June 30, 2015 in the amount of \$500,000; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the New Jersey Department of Health, Division of Family Health Services;

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

1. The Mayor is authorized to submit an application for the Jersey City Children Lead Poisoning Prevention Program (CLPPP) for the grant period July 1, 2014 through June 30, 2015 in the amount of \$500,000.
2. The Mayor acknowledges the terms and conditions for administering the Jersey City Children Lead Poisoning Prevention Program grant including the administrative compliance and audit.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

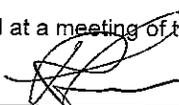
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SANDY SSBG LEAD SCREENINGS GRANT FOR THE JERSEY CITY CHILDREN LEAD POISONING PREVENTION PROGRAM (CLPPP)

Initiator

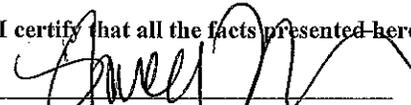
Department/Division	Health and Human Services	Lead Program
Name/Title	Stacey L. Flanagan	Director of DHHS
Phone/email	(201) 547-6560	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

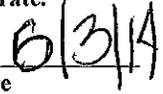
Resolution Purpose

To provide access to and perform blood lead screenings using LeadCare II blood lead analyzer and conduct limited nurse intervention in compliance with the standard operating procedures provided New Jersey Department of Health and Senior Services, Division of Family Health Services.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

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

City Clerk File No. Res. 14.428

Agenda No. 10.0

Approved: JUN 25 2014

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 2014 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 15 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 Unites States Department of Justice will reimburse the Jersey City Police Department \$1,875,000.00 per officer over a 36-month (3 Year) grant period with a maximum request of \$125,000.00 for 15 officers broken down as \$41,666.67 per year for each officer and a overall local match requirement of \$1,193,887.50.

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 2014 Program.

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/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 2014 PROGRAM

Initiator

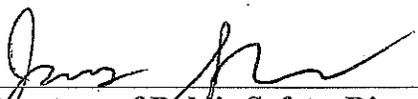
Department/Division	Police Department	Grants
Name/Title	Elyse Gibbs	Supervising Analyst Grant Applications Program Monitor
Phone/email	201-547-5413 or 862-754-1820	ejgibbs@njjeops.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

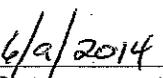
Resolution Purpose

The purpose of this year's application will be to hire 15 officers that will address Homicide and Gun Violence in the community as a priority goal of reducing violent crime especially if it is gun related to provide the residents in the City of Jersey City a safer and more secure living environment. Also note this is a 3 years (36 months) from the COPS designated start date the cost of the project is \$3,068,887.50 award will be \$1,875,000.00 City has to absorb the cost of \$1,193,887.50

I certify that all the facts presented herein are accurate.



Signature of Public Safety Director



Date



Grant Application Approval Form

State Federal Formula Competitive Community Grant

Application Deadline: June 23, 2014

Name of Grant: FY 2014 CHP COPS Hiring Program

Grantor: US Department of Justice Office Of Community Oriented Policing (COPS)

Grant Period: 36 mths plus 12 mths at the conclusion of the grant

Estimated Award Amount (if known): Amount to be determined by funding agency.

Matching Requirement: No Yes 25%

Proposed Utilization of Funds:

- Overtime Salaries Salaries Sworn Non-Sworn
- Equipment Information Technology
- Commodities Other _____
- Supplies

Comments:

Be advised the Federal Government will cover \$1,875,000.00 for 15 officers over a

36-month (3 year) grant period with a maximum request of \$125,000.00 for 15 officers

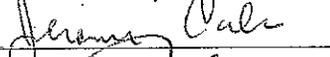
broken down as \$41,666.67 per year for each officer and a overall local match/cost

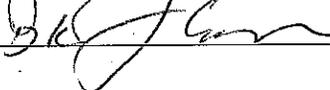
requirement to the City of \$1,193,887.50

Project Coordinator: Elyse Jordan-Gibbs

Authorized Signatures:

Budget Officer: see attached  Approve/Disapprove Date 6/11/14

Director of Police:  Approve/Disapprove Date 6/4/14

Chief of Police:  Approve/Disapprove Date 6/7/14

Elyse Jordan-Gibbs

From: Robert Kakoleski <RJKakoleski@jcnj.org>
Sent: Tuesday, June 10, 2014 2:03 PM
To: Elyse Jordan-Gibbs
Subject: RE: FY 2014 CHP

Approved to apply

Bob

Robert J. Kakoleski
Business Administrator
Department of Administration
City Hall
280 Grove Street, Room 108
Jersey City, New Jersey 07302
Office (201)547-5147
Fax (201)547-4833

From: Elyse Jordan-Gibbs [<mailto:EJordan-Gibbs@NJJCPS.ORG>]
Sent: Monday, June 09, 2014 1:40 PM
To: Robert Kakoleski
Subject: RE: FY 2014 CHP

Application is due June 23, 2014

From: Robert Kakoleski [<mailto:RJKakoleski@jcnj.org>]
Sent: Monday, June 09, 2014 1:38 PM
To: Elyse Jordan-Gibbs; Donna Mauer
Subject: RE: FY 2014 CHP

When is the application due?

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Elyse Jordan-Gibbs
Date: 06/09/2014 1:37 PM (GMT-05:00)
To: Robert Kakoleski , Donna Mauer
Subject: RE: FY 2014 CHP

Yes Sir to all your questions

That breaks down even further the \$125,000.00 covers 3 years for the 15 officers but it's really \$41,666.00 per officer (15) for 3 years

From: Robert Kakoleski [<mailto:RJKakoleski@jcnj.org>]
Sent: Monday, June 09, 2014 12:42 PM

To: Elyse Jordan-Gibbs; Donna Mauer
Subject: RE: FY 2014 CHP

What are the details?

- 3 years
- Max \$125,000 per officer
- Applying for 15 officers?
- Potential grant award is \$1,875,000
- Match is \$1,193,887
- Must keep all officers a 4th year and 100% costs of city

Bob

Robert J. Kakoleski

Business Administrator
Department of Administration
City Hall
280 Grove Street, Room 108
Jersey City, New Jersey 07302
Office (201)547-5147
Fax (201)547-4833

From: Elyse Jordan-Gibbs [mailto:EJordan-Gibbs@NJJCPS.ORG]

Sent: Monday, June 09, 2014 9:59 AM

To: Robert Kakoleski; Donna Mauer

Subject: FY 2014 CHP

Importance: High

Good morning Bob/Donna,

Can I apply for this years' COPS Hiring Grant?

After working the numbers for 3 years the cost for 15 officers will be \$1,193,887.50; 4th year cost is all on us.

Mrs Elyse Jordan Gibbs

Managing Analyst Grant Application Program Monitor/JCPT

Chief Development Officer/Mayors Centralized Grants Division

(201) 547-5413

(201) 547-5218 Fax

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

City Clerk File No. Res. 14.429

Agenda No. 10.R

Approved: JUN 25 2014

TITLE:



RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON MAY 20, 2014 FOR A CONTRACT KNOWN AS FIRST STREET PARK (VILLAGE PARK) - RENOVATION, PROJECT NO. 2010-014

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 First Street Park (Village Park) - Renovation, Project No. 2010-014 (Project); and

WHEREAS, on May 20, 2014, the City of Jersey City (City) received three (3) bids which were:

V & K Construction, Inc.	\$628,400.00 (Non-responsive)
A-Tech Concrete Company	\$894,000.00
Zenith Construction Services, Inc.	\$1,000,000.00

WHEREAS, these bid substantially exceeds the Division of Architecture's (Division) pre-bid estimate for this Project of \$487,000.00; and

WHEREAS, the City's Director of Architecture, Engineering, Traffic and Transportation recommends that all bids be rejected and the contract be rebid using revised bid specifications; and

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

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 May 20, 2014 for a contract known as First Street Park (Village Park) - Renovation, Project No. 2010-014 are rejected and the Purchasing Agent is authorized to rebid the contract using a revised bid specification prepared by Scott Mahaffey Architect, consultant to the Division.

RR/ab
June 12, 2014

APPROVED: [Signature] *6/12/14*

APPROVED: [Signature] Corporation Counsel

APPROVED: [Signature] Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON MAY 20, 2014 FOR A CONTRACT KNOWN AS FIRST STREET PARK (VILLAGE PARK) – RENOVATION, PROJECT NO. 2010-014.

Project Manager

Department/Division	Public Works	Architecture, Engineering and Traffic
Name/Title	Brian Weller	Director
Phone/email	201-547-5900	wellerb@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Rejecting all bids received on 05/20/14 for First Street Park. The main reason is that these bids substantially exceed the Division’s pre-bid estimate for this project of \$487,000.00.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

[Empty box for Cost information]

[Empty box for Contract term information]

Type of award [Empty box]

If “Other Exception”, enter type [Rejection of bids]

Additional Information

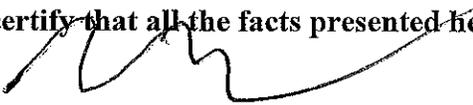
Three (3) bid proposals were received:

V&K Construction, 37 Bartha Ave, Edison, NJ 08817 = \$628,400.00 (Non – Responsive)

A-Tech Concrete Company, 11 Taylor Road, Edison, NJ 08817 = \$894,000.00

Zenith Construction Services, 365 Thomas Blvd., Orange, NJ 07050 = \$1,000,000.00

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/12/14
Date



**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE : June 12, 2014

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering *bw*

SUBJECT : First Street Park (Village Park) - Renovation
Project No. 2010-014

Attached for your consideration is the Resolution rejecting bids received for a contract known as First Street Park (Village Park) Renovation. The three (3) bids received in this regard substantially exceeded the Division of Architecture's pre-bid estimate for the project of \$487,000.00.

We have instructed the Architect Scott Mahaffey Architects to provide a "value engineering" review and revise their drawings and specifications. Once this is done, we will have the revised specifications and drawings rebid.

If you need any additional information, please do not hesitate to call.

ab



**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ-07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE : June 12, 2014

TO : Raquel Tosado, Contracts Manager, Division of Purchasing

FROM : Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation *BFW*

SUBJECT : First Street (Village Park) Park - Renovation
Project No. 2010-014

This office has reviewed the three (3) bids received in this regard and recommends that all the bids be rejected. The low bidder had a defect that could not be cured. They did not submit required documents in the allotted 24 hour period and the second bidder substantially exceeded the Division of Architecture's pre-bid estimate for the project of \$487,000.00.

A Resolution rejecting all bids received by the City of Jersey City on June 25, 2014 for a contract known as First Street Park (Village Park) - Renovation, is attached.

c: Mike Razzoli, Director, Department of Public Works
ab

BID RESULTS for FIRST STREET PARK Project # 2010-014

V & K Construction, Inc.

37 Bartha Avenue
Edison, NJ 008817

Base Bid #1	\$613,000.00
Unit Price # 2	\$ 3,500.00
Unit Price # 3	\$11,9000.00
Grand Total Bid Price (Base Bid, Unit Price # 1 & 2)	\$628,400.00

- Affirmative Action paperwork must be filled out within 24 hours.
- Public Works Contractor Registration, contractor to provide a better copy. Dates are cut off at the top right corner.
- Electrical and Plumbing sub-contractors to submit Plant and Equipment Questionnaire AND Certificates of Experience within 24 hrs.

A-Tech Concrete Company

11 Taylor Road
Edison, NJ 008817

Base Bid #1	\$888,000.00
Unit Price # 2	\$ 2,500.00
Unit Price # 3	\$ 3,500.00
Grand Total Bid Price (Base Bid, Unit Price # 1 & 2)	\$894,000.00

- Electrical, Plumbing and Structural Steel sub-contractors to submit Plant and Equipment Questionnaire AND Certificates of Experience within 24 hrs.

Zenith Construction Services, Inc.

365 Thomas Blvd
Orange, NJ 07050

Base Bid #1	\$980,500.00
Unit Price # 2	\$ 3,750.00
Unit Price # 3	\$ 15,750.00
Grand Total Bid Price (Base Bid, Unit Price # 1 & 2)	\$1,000,000.00

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

City Clerk File No. Res. 14.430

Agenda No. 10.S



WITHDRAWN

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
THE GREEN INFRASTRUCTURE CENTER INC. AS AN
EXTRAORDINARY, UNSPECIFIABLE SERVICE TO PROVIDE A
SHADE TREE AND GREEN INFRASTRUCTURE INVENTORY
FOR JERSEY CITY**

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

WHEREAS, the City of Jersey City ("City") re-established the Jersey City Environmental Commission (JCEC) in May 2011; and

WHEREAS, the JCEC has the authority and responsibility to conduct an Environmental Resource Inventory, N.J.S.A. 40:56A-2; and

WHEREAS, the Environmental Resource is a baseline document for the protection and preservation of the City's environmental resources, which includes the identification of flooding issues and the identification of mitigation solutions; and

WHEREAS, the City prepared a Request for Proposals (RFP) for a green infrastructure and shade tree inventory, which is part of the full mandated Environmental Resource Inventory, and posted notice of its availability on the City's website; and

WHEREAS, on May 20, 2014, the City received 2 proposals in response to the RFP; and

WHEREAS, the Green Infrastructure Center Inc. meets the educational background and project experience credentials specified in the RFP and submitted a proposal in response to the City's RFP dated May 20, 2014 indicating that it will provide the services for the sum of \$36,185.00; and

WHEREAS, the Housing, Economic Development and Commerce Department Director has certified that these services qualify as extraordinary, unspecifiable services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, funds in the amount of \$36,185.00 are available in Account No. 14-02-213-40-303-314; and

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

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

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

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached contract with The Green Infrastructure Center Inc. to conduct a shade

TITLE:

tree and green infrastructure inventory; and

2. The total contract amount shall not exceed \$36,185.00 and the term of the contract shall be one year commencing on the date City officials execute the contract.

3. This contract is awarded without competitive bidding as "Extraordinary, Unspecifiable Services" (EUS) in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law because of the reasons stated in the certification attached hereto; and

4. 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; and

5. Notice of this contract award shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award; and

6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

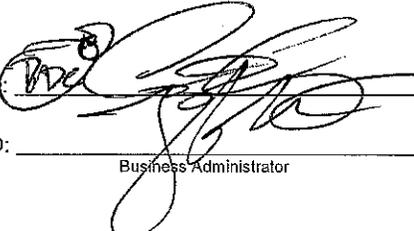
7. The award of this contract shall be subject to the condition that The Green Infrastructure Center Inc. provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Maurer, Chief Financial Officer, hereby certify that funds in the amount of \$36,185.00 are available in Account No. 14-02-213-40-303-314.

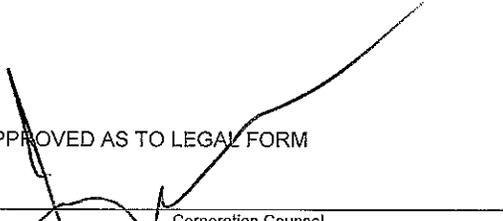
Donna Maurer
Chief Financial Officer

RR
3-16-06

WITHDRAWN

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: June 13, 2014
TO: Jeremy Farrell
FROM: Tanya Marione, Senior Planner 
SUBJECT: Shade Tree/ Green Infrastructure Inventory RFP Contract Award

On May 2, 2014 the Environmental Commission, through the Planning Division, released an RFP to conduct a shade tree/green infrastructure inventory for the City. This inventory is a mandatory requirement for the Environmental Commission.

The money to pay for the consultant was obtained through a site plan approval for PSE&G in and Redevelopment Plan. Because the site plan was not providing trees or landscape, they paid into a special account that was specifically designated for funding the mandatory Shade Tree/Green Infrastructure Inventory.

Attached is the Resolution and Extraordinary Unspecifiable Certificate. A special committee from the Environmental Commission reviewed both proposals and decided to select the Green Infrastructure Center Inc., as the consultant.

We are looking to have this on the June 26th meeting so we may begin the project immediately.

Thank You,

Tanya Marione

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO THE GREEN INFRASTRUCTURE CENTER INC. AS EXTRAORDINARY, UNSPECIFIABLE SERVICES

DATE: June 4, 2014
TO: Municipal Council
FROM: Anthony Cruz, Director for Housing, Economic, Development and Commerce Department
SUBJECT: Contract for the hiring of The Green Infrastructure Center Inc. to conduct the Jersey City Shade Tree/Green Infrastructure Inventory

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: The Green Infrastructure Center Inc.
Cost: Not to exceed \$36,185.00
Period: One Year
Purpose: To provide a shade tree/green infrastructure inventory and strategic planning to the Jersey City Environmental Commission.

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

1. **Provide a clear description of the work to be done.**
 - 1) Identification and inventory of Jersey City's currently maintained data needed for a green infrastructure inventory and maps for analysis and planning purposes.
 - 2) Identification and inventory of data maintained by external sources that can augment the City's data and complete the necessary data for a full inventory.
 - 3) Create a digital tree assessment and canopy study necessary for the development of a long term environmental resources management plan

2. **Describe in detail why the contract meets the provisions of the statute and rules:**

The performance of these services requires that a person have the following educational background and abilities:

- A Bachelor of Science in Natural Resource Management
- A Masters of Urban and Environmental Planning
- A Bachelor of Science in Environmental Studies or Geography

- Proficiency in Arc View Software

3. **The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:**

Based upon the educational background and work experience that a person needs to be able to perform these services, they cannot be reasonably described by written specifications.

4. **Describe the informal solicitation of quotations:**

The City posted a notice of the availability of the City's Request for Proposals (RFP) on the City's website and received two quotations, they were:

Green Infrastructure Center, P.O. Box 317 Charlottesville, Virginia, 22902:
\$36,185.00

Davey Resource Group, 1500 North Mantua Street Kent, Ohio 44240
Not to Exceed: \$122,830

5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.

Respectfully,



Anthony Cruz, Director
Housing, Economic, Development and Commerce

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

City Clerk File No. Res. 14.431

Agenda No. 10.T

Approved: JUN 25 2014

TITLE:



RESOLUTION INCREASING THE CONTRACT AMOUNT TO DOCUMENT REPROCESSORS, INC. FOR SANITIZING AND REPRODUCTION OF FILES AND DOCUMENTS FROM THE CITY HALL BASEMENT AS A RESULT OF HURRICAN SANDY

Council offered and moved adoption of the following Resolution:

WHEREAS, as a result of the flooding of City Hall thousands of records stored in the basement form the Tax Assessor, Tax Collector, City Clerk, Personnel, Real Estate and Risk Management were damaged; and

WHEREAS, as a result of the damage caused by Hurricane Sandy to the basement of City Hall the services of a professional document cleaning and reproduction company to remove and clean the documents and files that were damaged in the basement of City Hall are needed; and

WHEREAS, Document Reprocessors, Inc. , an experienced document cleaning and reproduction company was available on short notice; and

WHEREAS, in order to mitigate any further damage and to prevent any environmental issues such as mold and mildew an emergency existed and quick action was necessary; and

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

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

WHEREAS, Council Resolution 13-120 awarded an original contract for these services in the amount of \$350,000 and P.O. # 109420 was issued, and

WHEREAS, due to the extent of damage to the files and the ongoing effort to preserve and reproduce these records in is necessary to increase the contract amount to \$1,150,000.00

WHEREAS, these funds are available in Account No. 01-272-55-000-045

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

1) because of the above stated reasons which are incorporated herein, an emergency contract award to Document Reprocessors, Inc. , 40 Railroad Avenue, Rushville, NY, 14544 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide emergency document cleaning and salvage services is hereby ratified;

2) the total cost of the emergency contract is \$ 1,150,000;

3) the Director of the Office of Risk Management shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION INCREASING THE CONTRACT AMOUNT TO DOCUMENT REPROCESSORS , INC. FOR SANITIZING AND REPRODUCTION OF FILES AND DOCUMENTS FROM THE CITY HALL BASEMENT AS A RESULT OF HURRICAN SANDY

Project Manager

Department/Division	Administration	Risk Management
Name/Title	Peter Soriero	Risk Manager
Phone/email	201-547-5034	pete@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The documents stored in the basement of City Hall were damaged when flood waters entered the basement. Immediate action was necessary for two reasons: One, to stop any additional damage that the documents would have sustained and , second to prevent any mold or other bacterial agents from forming on the documents or become airborne in the basement. The initial contract was awarded on an emergency basis and the full scope of the project was not fully realized. The increase is necessary to reproduce or properly depose of the damaged documents and files. The reproduction process requires the inspection and approval of all documents by the several departments through digital images and direct electronic link.

Cost (Identify all sources and amounts)

Increase to \$1,150,000. Anticipate 75% FEMA reimbursement

Contract term (include all proposed renewals)

1 year 1/1/14 to 12/31/14

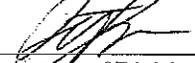
Type of award

If "Other Exception", enter type

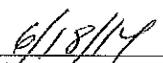
Additional Information

Document Reprocessors , Inc. has provided these services to many government entities and their fees are within FEMA reimbursement guidelines.

I certify that all 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. 14.432

Agenda No. 10.U

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE NOT TO EXCEED SIX (6) MONTHS EFFECTIVE JULY 1, 2014 FOR THE DEPARTMENT OF ADMINISTRATION, ADMINISTRATIVE SERVICES

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, Resolution No. 09-696, approved on August 12, 2009, awarded a one-year contract in the total amount of \$572,453.44 to Bowles Corporate Services to provide security guard services for various locations for the City of Jersey City (City), Department of Administration / Administrative Services; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms; and

WHEREAS, Resolution No. 10-599, approved on August 25, 2010, exercised the first option to renew the contract for the total amount of \$572,453.44; and

WHEREAS, Resolution No. 11-620, approved on August 31, 2011, exercised the final option to renew the contract for the total amount of \$572,453.44; and

WHEREAS, Bowles Corporate was acquired by U.S. Security Associates on December 30, 2011; and

WHEREAS, a Revised Living Wage Ordinance 12-090 was adopted by the City on July 18, 2012; and

WHEREAS, Resolution No. 12-679, approved on September 12, 2012, authorized an extension of the contract while the City worked on revising the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, Resolution No. 13-141, approved on February 27, 2013, authorized an extension of the contract while the City worked on revising the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, Resolution No. 13-438, approved on June 19, 2013, authorized an extension of the contract while the City worked on revising the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, Resolution No. 13-835, approved on December 18, 2013, authorized an extension of the contract while the City worked on revising the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, it is necessary to extend the security guard services contract on a month to month basis not to exceed six (6) months effective July 1, 2014 while the City advertises and accepts bids for new contracts for security guards services based on bid specifications that comply with the City's Revised Living wage Ordinance; and

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE NOT TO EXCEED SIX (6) MONTHS EFFECTIVE JULY 1, 2014 FOR THE DEPARTMENT OF ADMINISTRATION, ADMINISTRATIVE SERVICES

WHEREAS, the monthly cost for the contract extension is approximately \$ 50,000.00 and the total cost of the extension shall not exceed \$ 300,000.00; and

WHEREAS, funds in the amount of \$100,000.00 are available in Unclassified Operating Account No. 14-01-201-31-433-314.

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

- 1) The Mayor or Business Administrator is authorized to extend the contract with U.S. Security Associates to provide security guard services for the Department of Administration / Administrative Services;
- 2) The extension is on a month to month basis not to exceed six (6) months effective as of July 1, 2014 and the total cost of the extension shall not exceed \$ 300,000.00.
- 3) Pursuant to N.J.A.C. 5:30-5.5(a)(2), the continuation of the contracts after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in 2014 calendar year permanent budget.
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$100,000.00 are available in Unclassified Operating Account No. 14-01-201-31-433-314.

PO # 113904

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
RK/sb Business Administrator

Corporation Counsel

June 12, 2014

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE NOT TO EXCEED SIX (6) MONTHS EFFECTIVE JULY 1, 2014 FOR THE DEPARTMENT OF ADMINISTRATION, ADMINISTRATIVE SERVICES

Project Manager

Department/Division	Administration	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	stevem@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

There exists a need to extend the security guards contract on a month to month basis not to exceed six (6) months.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

**Unclassified Operating Account:
01-201-31-433-314 for \$300,000.00**

Contract effective as of July 1, 2014.

Type of award

Contract Extension

If "Other Exception", enter type

[Empty text box for "Other Exception" type]

Additional Information

[Large empty text box for additional information]

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: June 12, 2014

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: Steve Miller, Confidential Assistant

Subject : Contract Extension (Security Guards)

The purpose of this letter is to explain the above subject matter. Resolution No. 09-696, approved on August 12, 2009, awarded a one-year contract in the total amount of \$572,453.44 to Bowles Corporate Services to provide security guard services for various locations for the City of Jersey City, Department of Administration / Administrative Services. The bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms.

Resolution No. 10-599, approved on August 25, 2010, exercised the first option to renew the contract for the total amount of \$572,453.44. Resolution No. 11-620, approved on August 31, 2011, exercised the final option to renew the contract for the total amount of \$572,453.44. Bowles Corporate was acquired by U.S. Security Associates on December 30, 2011. Resolution No. 12-679, approved on September 12, 2012 for a contract extension. Resolution No. 13-141, approved on February 27, 2013 for a contract extension. Resolution No. 13-438 approved on June 19, 2013 for a contract extension. Resolution No. 13-835 approved on December 18, 2013 authorized a six (6) month contract extension.

It is necessary to extend the security guard contract not to exceed six (6) months effective July 1, 2014 while the City revises the bid specification to include the recently adopted Living Wage Ordinance. The City is currently revising and updating the bid specifications for janitorial services and the revised bid specifications are expected to be available soon for advertisement.

The total cost of the contract extension is three hundred thousand dollars and zero cents (\$300,000.00). Funds in the amount of \$100,000.00 are available in Unclassified Operating Account No. 14-01-201-31-433-314.

CONTRACT FUNDING

Security Guards (Unclassified Operating Account)

- ❖ Expenditure is drawn down from Unclassified operating account , 01-201-31-433-314
- ❖ Contract is utilizing object # 314.
- ❖ Line object 314 was budgeted for \$2,300,000.00 but it was reduced to \$1,100,000.00 when the budget was introduced in CY 2014.
- ❖ As of today (06/12/14) , \$142,706.70 has been spent in line object 314
- ❖ \$329,000.00 have been encumbered in object 314
- ❖ This is a contract extension effective as of July 1, 2014

Should you have any questions or need any additional justifications regarding this contract extension, please do not hesitate to call my office at X 4904.

Silendra Baijnauth

From: Raymond Reddington
Sent: Monday, June 09, 2014 2:02 PM
To: Silendra Baijnauth
Cc: Steve Miller
Subject: RE: Contract Extension

Looks okay.

From: Silendra Baijnauth
Sent: Wednesday, June 04, 2014 3:34 PM
To: Raymond Reddington
Cc: Steve Miller
Subject: Contract Extension

Mr. Reddington,
Please see attached for an extension for the security guards which I drafted for Steve.

Thanks

*Silendra Baijnauth
Fiscal Officer
City of Jersey City / Department of Public Works
575 Route 440
Jersey City, NJ 07305*

Baijnauths@icnj.org

*201-547-4405 (Work)
201-547-5264 (Fax)*

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Requisition #

0166535

Vendor
U.S. SECURITY ASSOCIATES
335 BROAD STREET
CLIFTON NJ 07013

US565555

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

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

Contact Info
steve
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SER	ENCUMBRANCY	01-201-31-433-314	.00	.00
ENCUMBRANCY FOR SECURITY GUARDS SERVICES FOR VARIOUS LOCATIONS CY 14 JULY 1, 2014 - DECEMBER 31, 2014 ON A MONTH TO MONTH BASIS TOTAL AMOUNT - \$ 350,000.00 300,000.00 TEMPORARY AMOUNT - \$ 100,000.00 PPV'S					

PLEASE SEND P. O. TO STEVE MILLER AND DO NOT MAIL

Requisition Total .00

Req. Date: 06/10/2014

Requested By: STEVE

Buyer Id:

Approved By:

Steve Miller
06/10/14

This Is Not A Purchase Order

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): ROBERT CRAWFORD

Representative's Signature: [Signature]

Name of Company: U.S. Security Associates

Tel. No.: 973-247-7400 Date: 06-03-14



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME
U.S. Security Associates

4. STREET CITY COUNTY STATE ZIP CODE
335 Broadst Clifton Passaic NJ 07013

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
 1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type) <u>Robert Crawford</u>	SIGNATURE 	TITLE <u>Manager</u>	DATE MO DAY YEAR <u>6 4 14</u>
7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)			

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE	DIVISION OF REVENUE DLN #

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

 STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

CERTIFICATE NO. _____
 NAME OF FACILITY: _____
 DATES OF PAYROLL PERIOD USED: FROM 5/23/14 TO 5/29/14
 NEW HIRINGS PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

Street U.S. Security Associates City Clinton State NJ Zip Code 07013
335 Broad St Clinton Passaic NJ 07013

JOB CATEGORY	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	2	1	1									
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES	142											
LABORERS												
SERVICE WORKERS												
TOTAL	144											

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type):
 LAST Crawford FIRST Robert MI MI SIGNATURE [Signature] DATE SUBMITTED 5/4/14
 ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO. & EXTENSION)
335 Broad St Clinton NJ 07013

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or 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: ROBERT CRAWFORD
Representative's Signature: _____
Name of Company: U.S. Security Associates
Tel. No.: 978-247-7400 Date: 06-03-14

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 : _____
Address : _____
Telephone No. : _____
Contact Name : _____

N/A

Please check applicable category :

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

Definitions
Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: U.S. SECURITY ASSOCIATES, INC.
Trade Name:
Address: 200 MANSELL CT STE 500 ? TAX DEPT
ROSWELL, GA 30076-4856
Certificate Number: 0082122
Effective Date: January 07, 1994
Date of Issuance: June 04, 2014

For Office Use Only:
20140604151640096

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**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that U.S. Security Associates (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: U.S. Security Associates

Signed: [Signature] Title: Account Manager

Print Name: Robert Crawford Date: 06-03-14

EVAN ROSAS SCHAER
Subs. Comm. Public of New Jersey
NOTARY PUBLIC
My Commission Expires Dec. 20, 2018

My Commission expires:

(Affiant)

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

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION

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

CITY OF JERSEY CITY

Part I – Vendor Affirmation

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

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

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: U.S. Security Associates
 Signed: _____ Title: account manager
 Print Name: Bonnet Crawford Date: 06-03-11

Subscribed by **VIVAN ROSAS SCHAER** _____ day of _____
 Notary Public for New Jersey
 My Commission Expires Dec. 20, 2018

My Commission expires: _____ (Affiant)
 _____ (Print name & title of affiant) (Corporate Seal)

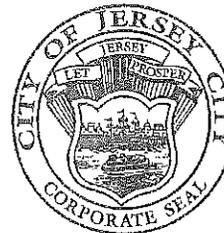
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.433

Agenda No. 10.V

Approved: JUN 25 2014

TITLE:



**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
TO THE FIRM OF SHAIN, SCHAFER & RAFANELLO, ESQS. TO PROVIDE LEGAL
SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF
REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City was named in a complaint alleging that the City of Jersey City owes payment for work it completed on tax revaluations; and

WHEREAS, the firm of Shain, Schaffer & Rafanello, Esqs. are qualified to perform these services and will provide these services at the rate of **\$150.00 per hour**, including expenses, for a total amount not to exceed **\$50,000**; and

WHEREAS, Shain, Schafer & Rafanello, Esqs, 150 Morristown Road, Suite 105, Bernardsville, New Jersey is an attorney-at-law in the State of New Jersey and possesses the skills and expertise to perform these services; and

WEREAS, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Shain, Schaffer & Rafanello, Esqs. have completed and submitted a Business Entity Disclosure Certification which certifies that he 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 Shain, Schafer & Rafanello, Esqs. from making any reportable contributions during the term of the contract; and

WHEREAS, Shain, Schaffer & Rafanello, Esqs. have submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Shain, Schaffer & Rafanello, Esqs. have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: **14-01-201-20-155-312**; and

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

1. The contract with Shain, Schaffer & Rafanello, Esqs. is hereby authorized for one year, effective May 28, 2014, for a total amount not to exceed **\$50,000**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF SHAIN, SCHAFFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.: 14-14-298-56-000-856** for payment of this resolution


Peter Soriero, Risk Manager

:igp
6/9/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required

Not Required

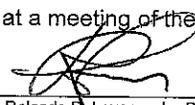
APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6.25.14							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF SHAIN, SCHAFFER & RAFANELLO, ESQS. TO PROVIDE LEGAL SERVICES TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF REALTY APPRAISAL COMPANY v. CITY OF JERSEY CITY

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Authorizing a Contract for Calendar Year 2014-2015 in the amount of \$50,000.00.

Cost (Identify all sources and amounts)

City Funds

Contract term (include all proposed renewals)

Type of award

Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

AGREEMENT

This Agreement dated the _____ day of _____, 2014 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Marguerite M. Schaffer, Esq. of Shain, Schaffer & Rafanello, Esqs. ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services in connection with .

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.00.

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. Special Counsel shall contact the City when Special Counsel are within

15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed onto the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

**Robert Byrne
City Clerk**

**Robert Kakoleski
Business Administrator**

WITNESS:

Shain, Schaffer & Rafanello, Esqs.

Marguerite M. Schaffer, Esq.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Richard A. Rafanello, Esq., Secretary/Treasurer

Representative's Signature: *Richard A. Rafanello, Esq.*

Name of Company: Shain, Schaffer & Rafanello, P.C.

Tel. No.: 908-953-9300

Date: 5-15-14

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

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

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

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

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

Representative's Name/Title Print: Richard A. Rafanello, Esq., Secy./Treasurer
Representative's Signature: *Richard A. Rafanello*
Name of Company: Shain, Schaffer & Rafanello, P.C.
Tel. No.: 908-953-9300 Date: 5-15-14

**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 Shain, Schaffer & Rafanello, P.C. (name of business entity) has not made any reportable contributions in the ****one-year period preceding** May 15, 2014 (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 Shain, Schaffer & Rafanello, P.C. (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: Shain, Schaffer & Rafanello, P.C.

Signed _____

Title: Richard A. Rafanello

Print Name: Richard A. Rafanello Date: Secretary/Treasurer

Subscribed and sworn before me
this 15th day of May, 2014
My Commission expires:

Harry A. Wadley, Jr.
(Print name & title of affiant) (Corporate Seal)

HARRY A. WADLEY, JR.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 7, 2015

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

**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: Shain, Schaffer & Rafanello, P.C.
Address: 150 Morristown Road, Suite 105, Bernardsville, NJ 07924
Telephone No.: (908) 953-9300
Contact Name: Marguerite M. Schaffer, Esq.

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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 official> as defined pursuant to N.J.S.A. 19:44A-3(p), (c) and (e).

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

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Joel L. Shain	67 Childs Road, Bernardsville, NJ
Marguerite M. Schaffer	25 Ashley Court, Bedminster, NJ
Richard A. Rafanello	16 Exeter Road, Short Hills, NJ

Part 3 - Signature and Attestation

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

Name of Business Entity: Shain, Schaffer & Rafanello, PC

Signed: Richard A. Rafanello Title: Partner/Secretary

Print Name: Richard A. Rafanello Date: _____

Subscribed and sworn before me this 14th day of May, 2014


 (Affiant)

My Commission expires: 5/7/15

HARRY A. WADLEY, JR.
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires May 7, 2015

 (Corporate Seal)

LIST OF REPORTABLE CONTRIBUTIONS DISCLOSURE FORM

Name of Person/Entity	Address	Date of Contribution	Amount	Recipient
Shain, Schaffer & Rafanello, P.C.	150 Morristown Road, Suite 105 Bernardsville, NJ 07924	2/7/2013	\$500	Barbara Buono for Governor
Shain, Schaffer & Rafanello, P.C.	150 Morristown Road, Suite 105 Bernardsville, NJ 07924	9/12/2013	\$100	Committee to Elect Keiona Miller
Shain, Schaffer & Rafanello, P.C.	150 Morristown Road, Suite 105 Bernardsville, NJ 07924	10/10/2013	\$300	The Election Fund of Ralph Andrews
Shain, Schaffer & Rafanello, P.C.	150 Morristown Road, Suite 105 Bernardsville, NJ 07924	10/10/2013	\$300	The Election Fund of Cathy Nicola
Shain, Schaffer & Rafanello, P.C.	150 Morristown Road, Suite 105 Bernardsville, NJ 07924	10/10/2013	\$300	North Brunswick Democratic Organization
Shain, Schaffer & Rafanello, P.C.	150 Morristown Road, Suite 105 Bernardsville, NJ 07924	Oct - Dec 2012	In-Kind Contribution \$11,125	Somerset County Democratic Committee
Shain, Schaffer & Rafanello, P.C.	150 Morristown Road, Suite 105 Bernardsville, NJ 07924	Jan - Sept 2013	In-Kind Contribution \$20,159	Somerset County Democratic Committee
Shain, Schaffer & Rafanello, P.C.	150 Morristown Road, Suite 105 Bernardsville, NJ 07924	8/21/2013	In-Kind Contribution \$1,940	Barbara Buono for Governor
Marguerite M. Schaffer	25 Ashley Court Bedminster, NJ 07921	5/7/2013	\$1,500	Barbara Buono for Governor
Marguerite M. Schaffer	25 Ashley Court Bedminster, NJ 07921	8/21/2013	In-Kind Contribution \$500	Barbara Buono for Governor
Joel L. Shain	67 Childs Road Bernardsville, NJ 07924	5/10/2013	\$1,000	Barbara Buono for Governor

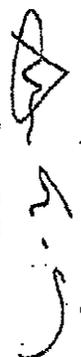
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 25054

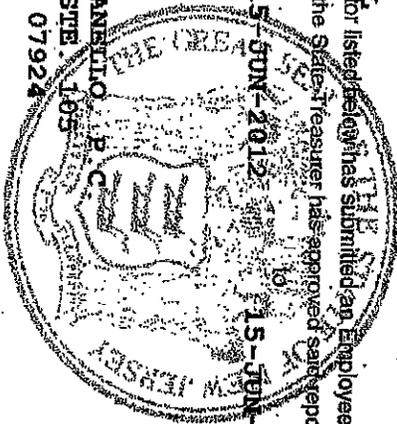
Certification

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 same report. This approval will remain in effect for the period of

15 - JUN - 2012 to 15 - JUN - 2019

SHAIN, SCHAEFER & RAFAELLILO, P.C.
150 MORRISTOWN ROAD, STE. 105
BERNARDSVILLE NJ 07924


Andrew P. Sidamon-Eiscov
State Treasurer



01/07/10

Taxpayer Identification#

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 82 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 609-292-3292.

Wish you continued success in your business endeavors.

Sincerely,

James J. Frustione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY		BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME:	SHAIN, SCHAFER, RAFANELLO, P.C.	TRADE NAME:	
ADDRESS:	150 MORRISTOWN STE 105 BERNARDSVILLE NJ 07924	SEQUENCE NUMBER:	0517809
EFFECTIVE DATE:	04/02/86	ISSUANCE DATE:	01/07/10
FORM BRC	 Director New Jersey Division of Revenue		

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0282

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. 14.434

Agenda No. 10.W

Approved: JUN 25 2014

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT WITH THE LAW FIRM OF WEINER LESNIAK TO INITIATE AND SERVE AS SPECIAL COUSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 13-759 on November 13, 2013 authorizing a professional services agreement with the law firm of Weiner Lesniak, 629 Parsippany Road, P.O. Box 438, Parsippany, NJ 07054 as Special Counsel to represent the City of Jersey City in the matter of City of Jersey City v. Port Authority of New York and New Jersey; and

WHEREAS, the City of Jersey City requires the services of an attorney to represent the City of Jersey City in the matter of the City of Jersey City v. Port Authority of New York and New Jersey; and

WHEREAS, to identify potential claims and defendants to possibly initiate litigation relating to the Cross Harbor Freight Program; and

WHEREAS, the law firm of Weiner Lesniak is experienced and highly qualified to perform these services; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$200,000**; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Weiner Lesniak, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that he 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 Weiner Lesniak, LLP from making any reportable contributions during the term of the contract; and

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

WHEREAS, in addition Weiner Lesniak, LLP has signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds in the amount of **\$65,000** are available in the 2014 fiscal year temporary budget in **Account No. 14-01-201-20-155-312**.

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

1. The contract with Weiner Lesniak, LLP is hereby amended for one year, effective June 25, 2014 by an additional amount of \$200,000 for a total amount of \$250,000.

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT WITH THE LAW FIRM OF WEINER LESNIAK TO INITIATE AND SERVE AS SPECIAL COUSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

3. The Mayor or Business Administrator is authorized to execute a professional services agreement attached hereto with the law firm of Weiner Lesniak to initiate litigation and to serve as special counsel to represent the City of Jersey City in commercial litigation.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: 14-01-201-20-155-312. PO# 113975

Donna Mauer, Chief Financial Officer

igp
June 16, 2014

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>6.25.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. LaVarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT WITH THE LAW FIRM OF WEINER LESNIAK TO INITIATE AND SERVE AS SPECIAL COUSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION

Project Manager

Department/Division	LAW	LAW
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Due to the complexity of this matter, an additional \$200,000 is required.

Cost (Identify all sources and amounts)

City Funds

Contract term (include all proposed renewals)

One Year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

AMENDING AGREEMENT

This **Agreement** dated the _____ day of _____, 2014 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 (“**City**”) and **Weiner Lesniak, LLP** (“**Special Counsel**”).

WITNESSTH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to investigate the dissolution of the Jersey City Parking Authority and provide a detailed report of the operations and finances of the authority including but not limited to the functions and services provided; the number of employees, salaries, titles and collective bargaining agreements; outstanding debt and assets as well as identifying areas of duplicative services.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of **\$150.00** per hour, including expenses. The total amount of this agreement shall not exceed **\$200,000**.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of

tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Weiner Lesniak, LLC.

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

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

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

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

Representative's Name/Title (Print): Joseph F. Ranieri, Partner
 Representative's Signature: *Joseph F. Ranieri*
 Name of Company: Weiner Lesniak LLP
 Tel. No.: (973) 403-1100 Date: November 13, 2013

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Joseph F. Ranieri, Partner

Representative's Signature: *Joseph F. Ranieri*

Name of Company: Weiner Lesniak LLP

Tel. No.: (973) 403-1100 Date: November 13, 2013

**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 Weiner Lesniak LLP (name of business entity) has not made any reportable contributions in the **one-year period preceding October 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 Weiner Lesniak LLP (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: Weiner Lesniak LLP

Signed: Joseph F. Ranieri Title: Partner

Print Name: Joseph F. Ranieri Date: November 13, 2013

Subscribed and sworn before me this 13 day of Nov, 2013 (Affiant)

My Commission expires: _____ (Print name & title of affiant) (Corporate/ Seal)

Handwritten signature of Louis I. Karp

**LOUIS I. KARP, ESQ.
ATTORNEY AT LAW
IN THE STATE OF NEW JERSEY**

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

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

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Weiner Lesniak LLP 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 October 2013 for approval of the contract by the governing body to any of the following named candidate committees, 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-9(p), (q) and (r).

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

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Paul M. Weiner, Esq.	629 Parsippany Road Parsippany, New Jersey 07054
Raymond J. Lesniak, Esq.	629 Parsippany Road Parsippany, New Jersey 07054

Part III - Signature and Attestation:

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

Name of Business Entity: Weiner Lesniak LLP
Signed: Joseph F. Ranieri Title: Partner
Print Name: Joseph F. Ranieri Date: November 13, 2013

Subscribed and sworn before me this 13 day of November, 2013

(Affiant)

My Commission expires: LOUIS I. KARP, ESQ.
ATTORNEY AT LAW
IN THE STATE OF NEW JERSEY

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

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

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

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

Business Name: Weiner Lesniak LLP

Address: 629 Parsippany Road, Parsippany, New Jersey 07054

Telephone No.: (973) 403-1100

Contact Name: Joseph F. Ranieri

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

City Clerk File No. Res. 14.435

Agenda No. 10.X



WITHDRAWN

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CONCENTRA MEDICAL CENTERS, LLC TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of physicians to conduct medical examinations of civilian and uniformed employees and of applicants for employment; and

WHEREAS, the City issued a Request for Proposals for employee medical services on the City's official website and received three (3) proposals on April 3, 2014; and

WHEREAS, the City's evaluation team reviewed the three responses and determined that Concentra's proposal best served the City's interests; and

WHEREAS, Concentra Medical Centers, LLC, 574 Summit Ave, 4th Floor, Jersey City, New Jersey, has licensed physicians capable of providing such services and submitted a proposal in response to the City's Request for Proposals indicating that it will provide the services for the sum of \$150,000.00; and

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

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

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

WHEREAS, the maximum amount of the contract in question is \$150,000.00, of which \$25,000.00 will be available in Temporary Budget Account No. 14-01-201-20-102312; and

WHEREAS, funds will be available within the CY2014 and CY2015 budget throughout the contract term; and

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

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

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached contract with Concentra Medical Centers to conduct medical examinations of employees and of applicants for employment;

WITHDRAWN

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CONCENTRA MEDICAL CENTERS, LLC TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT

2. The maximum contract amount shall not exceed \$150,000.00. The term of the contract shall be from July 1, 2014 through July 1, 2015;

3. This agreement is awarded as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);

4. This agreement is awarded as a fair and open contract pursuant to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq

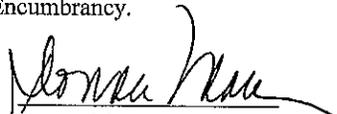
5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar fiscal year permanent budget;

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

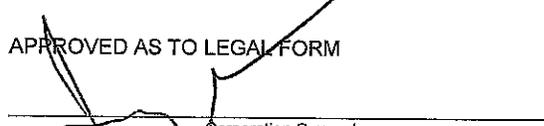
8. The Certification of Compliance with the City's Contractor Pay-to Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, hereby certify that funds in the amount of \$25,000.00 are available in Account No. 14-01-201-20-108-312. P.O. No.113679 Temporary Encumbrancy.


Donna Mauer

Chief Financial Officer

APPROVED: 
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CON CENTRA MEDICAL CENTERS, LLC TO CONDUCT MEDICAL EXAMINATIONS OF CIVLIAN AND UNIFORMED EMPLOYEESW AND OF APPLICANTS FOR EMPLOYEMENT

Project Manager

Department/Division	Select...	
Name/Title	NancyRamos	HR Director
Phone/email	201-547-5224	NancyR@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To contract with Concentra Medical Centers, LLC to conduct medical examination of civilian, and uniformed employees and applicants for employment in accordance with the result of the announced proposal received on April 3, 2014.

Cost (Identify all sources and amounts)

The maximum amount shall not exceed \$150,000

Contract term (include all proposed renewals)

July 1, 2014 through July 1, 2015

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Nancy Ramos
Signature of Department Director

6/2/14
Date

MEMORANDUM

To: Rolando R. Lavarro, Jr. Council President
Daniel Rivera, Councilperson-at-Large
Joyce E. Watterman, Councilperson-at-Large
Frank Gajewski, Councilperson, Ward A
Khemraj "Chico" Ramchal, Councilperson, Ward B
Richard Boggiano, Councilperson, Ward C
Michael Yui, Councilperson, Ward D
Candice Osborne, Councilperson, Ward E
Diane Coleman, councilperson, Ward F

From: Nancy Ramos, HR Director

Date: June 12, 2014

Subject: Recommendation For Medical Services

I recommend that the contract for medical services be rewarded to Concentra. Concentra not only provided an in depth descriptions of all the services outlined in their proposal, they have the experience, qualifications to provide City employees' the medical services required. Here is a list of places where Concentra is currently performing similar services:

Jersey City Board of Education

City of Newark

Newark Board of Education

For the past three months, the City has also partnered with Concentra. They provided us with the Certifications of illness physical because Midtown stopped providing City employees the Certification of illness physical, which is one of the services outlined in last year's contract. Midtown, even though the City outlined in this year's proposal that the Certification of Illness physical is a physical to be performed for suspected abuse of sick/injury leave cases, included in the proposal submitted that they "reserve the right to refuse a patient and will provide a written explanation as to why or how the decision was reach".

We did a comparative analysis of the three proposals and Concentra's prices were higher in most of the categories. But with Midtown's refusal to handle Certification of illness physical and not sure whether Alpine can deliver medical services to the City, Concentra's proposal was more convincing. Alpine's only experience stated in their proposal is treating Jersey City residents.

The other option will be to utilize Concentra for only the Certification of illness physicals and renew contract with Midtown for the medical services they are currently providing to the City. This way, we avoid increases to our medical service costs if Concentra becomes the City's sole medical service provider.

C: Robert Kakoleski, Business Administrator



Occupational Health Centers of New Jersey, PA
dba Concentra Medical Centers
Response to City of Jersey City, NJ
Employee Medical Exams
April 4, 2014

PRICE PROPOSAL	
Component Description	Unit Price
Pre-employment Physical-Civilian, No EKG, X-ray or Rubella	\$ 178.00
Pre-employment Physical-Uniformed Police & Fire (Not to include Cardiac Stress Test & Blood Serum Triglycerides Uric Acid)	\$ 490.80
Annual Physical-Uniformed Police & Fire	\$ 348.00
Haz-Mat-Uniformed Police Fire	\$ 388.00
OSHA Respirator Medical Evaluation Questionnaire Reading & Interpretation- Uniform Fire (includes no. 1)	\$ 38.80
OSHA Respirator Medical Examination Uniformed Fire (includes no. 2 only)	\$ 63.60
OSHA Pulmonary Function Test (includes no. 3 only)	\$ 49.20
Bicycle Physical Uniformed Police	\$ 113.60
EKG	\$ 58.80
Chest X-Ray	\$ 83.20
Rubella	\$ 55.60
Mantoux	\$ 27.60
Return to Work (examination of sick/injured employees)	\$ 68.40
Certification of Illness (suspected abuse of sick/injury leave)	\$ 420.00
Hepatitis	\$ 86.80
Urine & Drug Screening	\$ 56.00
Flu Shots	\$ 20.00
Audiology Test	\$ 43.60
Random Drug Testing	\$ 56.00

* All Injection pricing is per shot.

PRICE PROPOSAL

Component Description

Unit Price

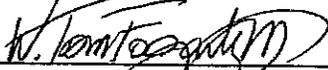
In space provided below, list any additional days or hours in excess of minimum requirements listed that your facility if available (or write "None")

Concentra submits a complete list of our New Jersey-based urgent care centers immediately following this page.

Approved By:

W. Tom Fogarty, MD

Print Name



Signature

Vice President, Chief Medical Officer, and Treasurer

Title

5/28/14

Date

AGREEMENT

Agreement made this 1 day of July 2014, by and between the City of Jersey City, a municipal corporation of the State of New Jersey (City) and Concentra Medical Centers, LLC, ("Concentra" or "Contractor"), 574 Summit Avenue, 4th Floor, Jersey City, New Jersey.

Whereas, the City is desirous of securing the services of physicians to perform medical examinations of civilian and uniformed employees and of applicants for employment; and

Whereas, Concentra has represented that it is an organization skilled in such services and is willing to undertake such services for the City; and

Whereas, based upon these representations, the City desires to contract with Concentra for the performance of such services; and

Whereas, this Agreement was authorized by Resolution _____ approved on _____, 2014.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I Scope of Services

1. Concentra shall perform for the City all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and Concentra's Proposal dated April 3, 2014 (Exhibit "B"), which are attached hereto and incorporated herein by reference (the "Contract Documents"). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents 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 Contract Documents, the Contract Documents will be revised to remove such conflict, it being the intent of the parties that the provisions of this Agreement shall govern over the provisions of the Contract Documents. The provisions of the City's RFP shall govern over the provisions of the Consultant's Proposal dated April 3, 2014.

2. The contract term shall be one (1) year commencing on July 1, 2014 and ending on July 1, 2015.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Concentra. Any modifications which increase the compensation of Concentra shall require the prior authorization of the governing body of the City.

ARTICLE II
Contractual Relationship

1. In performing the services under this agreement, Concentra shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Concentra shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. Concentra 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 III
Compensation and Payment

The City shall pay Concentra and Concentra agrees to accept as full payment for work performed under this Agreement the fees listed on Schedule "C" attached hereto and incorporated herein by reference. Concentra shall submit monthly bills for its services. Bills shall specify the examinations performed in sufficient detail to enable City to determine the basis of the bill. Billing will be addressed to:

Nancy Ramos, HR Director
City Hall, 280 Grove Street
Jersey City, NJ 07302

The total amount payable under this contract shall not exceed \$150,000.00. Concentra shall provide no services after total billings exceed \$150,000.00 unless notified by City that the additional funds have been appropriated

ARTICLE IV
Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. Termination shall not prejudice Concentra's right to payment for services rendered nor the City's right to services before the end of the period of notice.

ARTICLE V
Indemnification

Concentra shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all liability, loss, damage, claim or expense of any kind whatsoever, including without limitation, reasonable attorney's fees and costs, which result from errors, omissions or negligent acts by Concentra, its officers, trustees, employees, and agents arising out of or in connection with the performance of this agreement.

The City shall indemnify, defend and hold harmless Concentra and its officers, trustees, employees and agents from and against any and all liability, loss, damage, claim or expense of any kind whatsoever, including without limitation, reasonable attorney's fees and costs which result from errors, omissions or negligent acts by the City, its officers, employees and agents arising out of or in connection with the custody and use of all medical reports prepared by Concentra and delivered to the City.

ARTICLE VI
Insurance

Concentra shall deliver, within 10 days after receiving a written request from the City 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) Medical malpractice-professional services in the amount of \$5,000,000.
- c) Workers' compensation in the statutory amount of \$100,000.

The City of Jersey City is self-insured for automobile, general liability, and workers' compensation. These programs are in accordance with N.J.S.A. 40A:10-1 et seq. If a loss should occur, all claim information must be forwarded to the City of Jersey City Office of Risk Management.

ARTICLE VII

Compliance with affirmative action plan

(a) If the Agreement exceeds \$36,000.00 it shall also be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Concentra shall provide no services under this Agreement until it has executed the following documents:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00); (Exhibit D attached hereto and incorporated herein by reference.)

2) An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

ARTICLE VIII

Certification of funding

The continuation of this contract after the expenditure of funds encumbered in the City's fiscal year 2014 temporary budget shall be subject to the appropriation of sufficient funds in the fiscal year 2014 permanent budget and in the fiscal year 2015 budget.

ARTICLE IX

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE X

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 (contributions made prior to September 23, 2008 are exempt) 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.

ARTICLE XI

Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

ARTICLE XII
Entire Agreement

This agreement constitutes the entire agreement between City and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE XIII
Assignment

Contractor shall make no assignment or transfer of this agreement or assign or transfer any part of the work under this agreement.

ARTICLE XIV
Choice of Law

This agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XV
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

ARTICLE XVI
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.

ARTICLE XVII
Paragraph Headings

The paragraph headings in this agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XVIII
Severability

If any provision of this agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this agreement.

ARTICLE IX
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XIX
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City

Jersey City, N.J. 07302

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

ATTEST:

CONCENTRA MEDICAL CENTERS LLC

RR
5-23-14

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

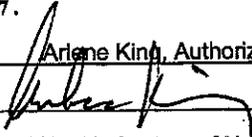
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): Arlene King, Authorized Representative

Representative's Signature: 

Name of Company: Occupational Health Centers of New Jersey, PA, dba Concentra Medical Centers

Tel. No.: 800.232.3550

Date: 3/24/2014

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

Authorized Representative

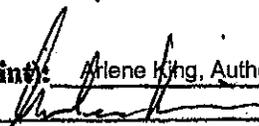
The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and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

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

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

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

Representative's Name/Title Print: Arlene King, Authorized Representative

Representative's Signature: 

Name of Company: Occupational Health Centers of New Jersey, PA, dba Concentra Medical Centers

Tel. No.: 800.232.3550

Date: 3/24/2014

**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 : Occupational Health Centers of New Jersey PA, dba Concentra Medical Centers
Address : 5080 Spectrum Drive, Suite 1200W, Addison, TX 75001
Telephone No. : 800.232.3550
Contact Name : Jehan Nisar, Account Executive

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither Concentra is a publicly held corporation.

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	OCCUPATIONAL HEALTH CENTERS OF NEW JERSEY, P.A.
Trade Name:	CONCENTRA MEDICAL CENTERS
Address:	375 MCCARTER HIGHWAY NEWARK, NJ 07114
Certificate Number:	0085285
Effective Date:	November 20, 1996
Date of Issuance:	January 22, 2010

For Office Use Only:

20100122101853500

** Us per NJ Business Gateway Service, above Business certificate applicable for
all Concentra centers in NJ.*

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

Part I - Vendor Affirmation

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

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

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

Name of Stock or Shareholder	Home Address
Ashwin Kansagra, MD, MPH	595 Division Street, Elizabeth, NJ 07201

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.

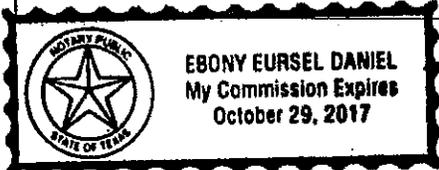
Name of Business Entity: Occupational Health Centers of New Jersey, P.A. dba Concentra Medical Centers

Signed: W. Tom Fogarty Title: Vice President, Chief Medical Officer, and Treasurer
 Print Name: W. Tom Fogarty, MD Date: 5/28/14

Subscribed and sworn before me this 00 day of May, 2014

My Commission expires: 10/29/17

W. Tom Fogarty (Affiant)
 W. Tom Fogarty, MD, Vice President, Chief Medical Officer, and Treasurer
 (Print name & title of affiant)



**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 Occupational Health Centers of New Jersey, P.A. (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 Occupational Health Centers of New Jersey, P.A. (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.

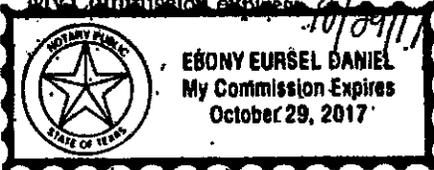
Name of Business Entity: Occupational Health Centers of New Jersey, P.A. dba Concentra Medical Centers

Signed: [Signature] Title: Vice President, Chief Medical Officer, and Treasurer

Print Name: W. Tom Fogarty, MD Date: 5/28/14

Subscribed and sworn before me this 28 day of May, 2014.

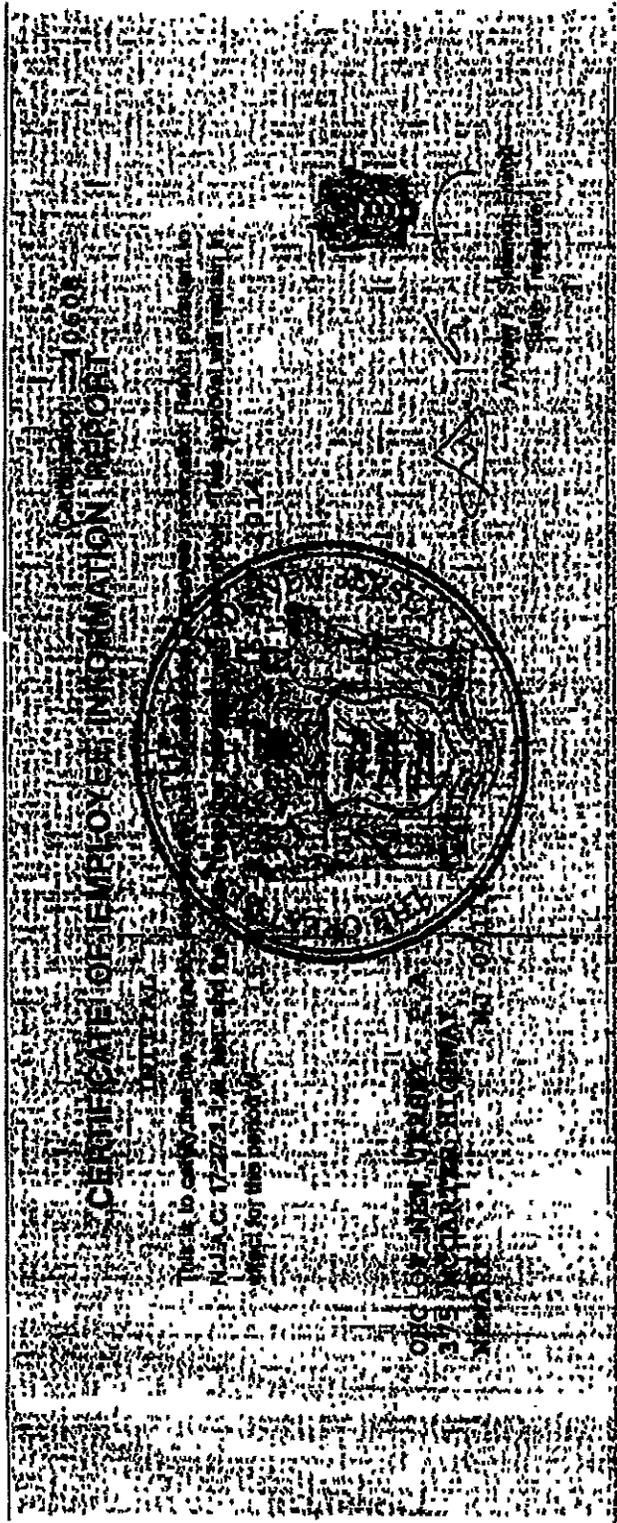
My Commission expires 10/29/17



[Signature]
W. Tom Fogarty, MD, Vice President, Chief Medical Officer, and Treasurer
(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.**



1968
CERTIFICATE OF EMPLOYMENT INFORMATION REPORT



OFFICIAL USE ONLY

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

City Clerk File No. Res. 14.436

Agenda No. 10.Y

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING A SECOND AMENDMENT TO AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH EPIC MANAGEMENT, INC. IN CONNECTION WITH CONSTRUCTION MANAGEMENT FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

COUNCIL
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the Municipal Council of the City of Jersey City at its January 26, 2011 meeting did authorize the award of an extraordinary unspecifiable services contract in the amount of \$796,499.00 for construction management services for the new Municipal Services Center between the City of Jersey City (CITY) and Epic Management, Inc. (EPIC); Res. 11-044; and

WHEREAS, this contract amount was subsequently increased by a change order via Resolution 13.716 for additional services requested by the City which were not part of the original contract; and

WHEREAS, due to delays the General Contractor's timeline regarding construction of the project needs to be adjusted; and

WHEREAS, project delays will require the presence of the construction management consultant at the jobsite for a period of time past the anticipated completion date and as a result the contract term needs to be extended by an additional 1-1/2 months and the contract amount increased by an additional \$18,048.00; and

WHEREAS, the additional amount to be encumbered for this contract amendment shall not exceed **EIGHTEEN THOUSAND FORTY-EIGHT DOLLARS (\$18,048.00)** bringing the overall contract amount to **ONE MILLION FIFTY THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS (\$1,050,528.00)**; and

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-886-990	102204	\$18,048.00

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

1. a. The agreement with Epic Management, Inc. is amended to increase the contract amount by an additional \$18,048.00; and
- b. The contract with Epic Management, Inc. is amended to extend the contract term by an additional (1-1/2) months effective as of June 11, 2014; and
- c. All other terms and conditions of the agreement shall remain in effect; and

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

City Clerk File No. Res. 14.436

Agenda No. 10.Y

Approved: JUN 25 2014



TITLE: **RESOLUTION AUTHORIZING A SECOND AMENDMENT TO UNSPECIFIABLE SERVICE CONTRACT TO EPIC MANAGEMENT, INC. IN CONNECTION WITH CONSTRUCTION ADVISORY AND OBSERVATION FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.

I, Doana Maurer (Doana Maurer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-886-990 for payment of the above Resolution.

PO # 102204

ab
June 9, 2014

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to any ordinance or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. 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 LEGISLATION:

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO AN EXTRAORDINARY UNSPECIFIABLE SERVICE CONTRACT WITH EPIC MANAGEMENT, INC. IN CONNECTION WITH CONSTRUCTION MANAGEMENT FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation; 547-5900

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

Due to delays in the General Contractor's time line regarding construction of the new Municipal Services Complex the project schedule must be adjusted. The contract with Epic Management who provides consulting observation, reporting and advisory services to the City will need to be extended to insure that the contractor continues to perform in a manner consistent with good design and management practices.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Consulting firm to provide additional observation, reporting, and advisory services to the Owner, in order to determine that the developer design team is performing in a manner consistent with good design and management practices.

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

The funds for this increase are available in account number 04-215-55-886-990 in the amount of the **EIGHTEEN THOUSAND FORTY-EIGHT DOLLARS (\$18,048.00)** bringing the overall base contract amount to **ONE MILLION FIFTY THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS (\$1,050,528.00)**; and

6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

Contract currently in full force and effect. Additional work will commence upon Council approval.

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

1-1/2 months.

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

BFW
SIGNATURE OF DIVISION DIRECTOR

6.12.14
DATE

[Signature]
SIGNATURE OF DEPARTMENT DIRECTOR

[Signature]
DATE

PETER FOLGADO, PURCHASING AGENT RPPO, QPA

DATE

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH EPIC MANAGEMENT, INC. IN CONNECTION WITH CONSTRUCTION MANAGEMENT FOR THE MUNICIPAL SERVICES COMPLEX, PRECINCT, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Public Works	Architecture, Engineering and Traffic
Name/Title	Joseph D. Javier, RA.	Architect
Phone/email	(201) 547-5900	JavierJ@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Consulting firm to provide additional observation, reporting, and advisory services to the Owner, in order to determine that the contractor and design team is performing in a manner consistent with good design and management practices.

Cost (Identify all sources and amounts)

\$18,048.00 (Capital)
04-215-55-886-990

Contract term (include all proposed renewals)

One and a half (1-1/2) Months, Extended through July, 2014

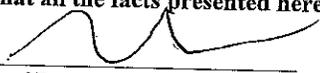
Type of award Fair and Open

If "Other Exception", enter type

Additional Information

Due to delays in the General Contractor's timeline regarding construction of the new Municipal Services Complex the project schedule must be adjusted. The contract with Epic Management who provides consulting observation, reporting and advisory services to the City will need to be extended to insure that the contractor continues to perform in a manner consistent with good design and management practices.

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/12/14
Date



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE : June 12, 2014

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Joseph D. Javier, Architect *JF*
Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation *BW*

SUBJECT : Municipal Services Center - Phase II - Building Construction and Site Work
Project No. 2009-029B
Re: Second Amending Resolution - Epic Management

Due to delays the General Contractor's timeline to complete the construction of the project has been adjusted. It is necessary to increase the contract amount and term with Epic Management for additional services. These services include observation, reporting, and advisory services to the Owner, in order to determine that the contractor is performing in a manner consistent with construction contract documents, directives from the Architect and JCA as well as good design and management practices.

The attached amending resolution for your consideration reflects an extension of services for Epic Management, Inc. for the New Municipal Services Center.

ab
Attachment

c: Michael Razzoli, Director, Department of Public Works



CITY OF JERSEY CITY

DIVISION OF PURCHASING
394 CENTRAL AVENUE, JERSEY CITY, N.J. 07307
TEL. NO. (201) 547-5155 FAX NO. (201) 547-6586

6/9/14

REQUEST FOR CHANGE ORDER OR CANCELLATION

**C.O.
NO.**

FROM: <i>BFW</i> Brian F. Weller, L.L.A., Director	PURCHASE ORDER NO. 102204		
APPROVED: <i>[Signature]</i>	REQUISITION NO.	R0153261	
	ORIGINAL AMOUNT	\$796,499.00	
DEPT./DIV. Public Works/Architecture	BUD. YEAR: 14	FUND: 04	G/L NO: 215
DATE: June 9, 2014	CAFR: 55	SUB LDGR: 886	OBJ: 990
VENDOR NAME Epic Management, Inc.		VENDOR NO. EP191640	

PLEASE CHANGE CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

- AMOUNT IS WRONG \$ 1,032,480.00 INCREASE BY \$ 18,048.00
- IT SHOULD BE \$ 1,050,528.00 DECREASE BY \$ _____
- BUD. YR. _____ FUND: _____ G/L NO.: _____ IS WRONG
IT SHOULD BE BUD. YR. _____ FUND _____ G/L NO. _____
- CAFR: _____ SUB LDGR: _____ OBJ: _____ IS WRONG
IT SHOULD BE CAFR: _____ SUB LDGR: _____ OBJ: _____
- VENDOR NUMBER IS WRONG: _____ **LGFS BATCH NO.**
IT SHOULD BE _____
- VENDOR NAME IS WRONG: _____
IT SHOULD BE _____
- VENDOR ADDRESS IS WRONG: _____
IT SHOULD BE _____
- SHIPPING CHARGE IS WRONG: \$ _____ IT SHOULD BE \$ _____

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

Municipal Services Center- Phase II - Building Construction and Site Work, Project No. 2009-029B- Extended Construction Management Services for Epic Management (see Amending Resolution attached.)

BUYER: _____
REMARKS: _____

**PETER FOLGADO
PURCHASING AGENT, RPPO, QPA**

COPY:	A - FOR 6 TH COPY OF P.O.	B - FOR ACCTS. & CONTROL	C - BATCH COPY
	D - FOR PURCHASING	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY

From: [Michael Razzoli](#)
To: [Bhavini Doshi](#); [Joseph Javier](#); [James M. Madden](#); [Hector Ortiz](#); [Yesenia Rivera](#)
Cc: [Brian Weller](#)
Subject: RE: Municipal Services Complex 2009-029B: Contract Extension for Epic
Date: Thursday, June 05, 2014 1:40:20 PM

OK proceed

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

From: Bhavini Doshi
Sent: Thursday, June 05, 2014 1:39 PM
To: Joseph Javier; Michael Razzoli; James M. Madden; Hector Ortiz; Yesenia Rivera
Cc: Brian Weller
Subject: RE: Municipal Services Complex 2009-029B: Contract Extension for Epic

Looks fine to me.

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

From: Joseph Javier
Sent: Thursday, June 05, 2014 9:28 AM
To: Michael Razzoli; Bhavini Doshi; James M. Madden; Hector Ortiz; Yesenia Rivera
Cc: Brian Weller
Subject: Municipal Services Complex 2009-029B: Contract Extension for Epic
Importance: High

Mike:

Are we going to extend Epic's contract for another month and a half? Please see attached proposal. If so, we need to get an amending resolution to their contract for the next Council Meeting (June 25, 2014). Please let me know.

With less than 2 months to completion, I would recommend that the City does so. Thanks.

-joe

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

From: Dan DelMar [<mailto:ddelmar@epicbuilds.com>]
Sent: Thursday, May 15, 2014 11:29 AM
To: Joseph Javier
Cc: Michael Razzoli; Bhavini Doshi; Robert Epifano, Jr.; Johan Oviedo
Subject: MSC Contract Extension

Joe,

Per our recent conversations, I have attached a letter requesting that our contract be extended.

Dan

Dan DelMar, LEED AP
Project Executive

Epic Management, Inc.
48 Wulaton Road
Kintnersville, PA. 18930

(732) 239-2866



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

PURCHASE ORDER NUMBER
102204

THIS NUMBER MUST APPEAR ON ALL INVOICES,
CORRESPONDENCE, CHECKING PAPERS AND
PACKAGES

PURCHASE ORDER & VOUCHER

REQUISITION # 0153261
BUYER EUS

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE: 01/24/2011
VENDOR NO: EP191640

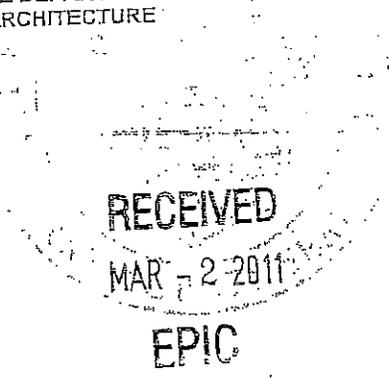
VENDOR INFORMATION

EPIC MANAGEMENT INC
136 ELEVENTH STREET
PISCATAWAY NJ 08854

DELIVER TO

ARCHITECTURE
575 ROUTE 440
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00		MUNICIPAL SERVICES NEW MUNICIPAL SERVICES CENTER PROJECT NO. 2009-029 RESOLUTION AWARDED AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT TO EPIC MANAGEMENT CONSTRUCTION MANAGEMENT SERVICES, INC. IN CONNECTION WITH PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE	04-215-55-886-990	796,499.0000	796,499.00



TAX EXEMPTION NO. 22-6002013

PO Total -796,499.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X *[Signature]*
VENDOR SIGN HERE

controller
OFFICIAL POSITION
03/02/11
DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

[Signature] 4-20-11
TITLE OR POSITION DATE

[Signature] 1/26/11
APPROVED BY THE PURCHASING AGENT DATE

[Signature]
APPROVED BY ACCOUNTS & CONTROL DATE

Original Copy

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. 13.716

Agenda No. 10.H

Approved: OCT 23 2013

TITLE:



RESOLUTION AMENDING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH EPIC MANAGEMENT, INC. IN CONNECTION WITH CONSTRUCTION MANAGEMENT FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Council of the City of Jersey City at its January 26, 2011 meeting did authorize the award of an extraordinary unspecifiable services contract in the amount of \$796,499.00 for construction management services for the new Municipal Services Center between the City of Jersey City (CITY) and Epic Management, Inc. (EPIC); Res. 11-044; and

WHEREAS, the General Contractor has incurred delays to the building completion due to contaminated soil uncovered at the site that had to be removed and brought off site; and

WHEREAS, due to delays the General Contractor's timeline regarding construction of the project needs to be adjusted; and

WHEREAS, project delays will require the presence of the construction management consultant at the jobsite for a period of time past the anticipated completion date and as a result the contract term needs to be extended by an additional seven (7) months and the contract amount increased by an additional \$235,981.00; and

WHEREAS, the additional amount to be encumbered for this contract amendment shall not exceed **TWO HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS (\$235,981.00)** bringing the overall contract amount to **ONE MILLION THIRTY-TWO THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$1,032,480.00)**; and

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-838-990	102204	\$235,981.00

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

1. a. The agreement with Epic Management, Inc. is amended to increase the contract amount by an additional \$235,981.00; and
- b. The contract with Epic Management, Inc. is amended to extend the contract term by an additional seven (7) months effective as of November 11, 2013; and
- c. All other terms and conditions of the agreement shall remain in effect; and

COPY

City Clerk File No. Res. 13.716

Agenda No. 10.M OCT 23 2013

TITLE: RESOLUTION AMENDING AN UNSPECIFIABLE SERVICE CONTRACT TO EPIC MANAGEMENT, INC, IN CONNECTION WITH CONSTRUCTION ADVISORY AND OBSERVATION FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.

I, Roxana Mauer (Roxana Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-838-990 for payment of the above Resolution.

PO # 102204

RR/ab
October 10, 2013

APPROVED: [Signature] 10/16/13
APPROVED AS TO LEGAL FORM
APPROVED: [Signature]
Business Administrator
Corporation Counsel
Certification Required []
Not Required []

APPROVED 9-0

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

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

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

[Signature] Roberto R. Lavarno, Jr., President of Council
[Signature] Robert Byrne, City Clerk



May 15, 2014

Mr. Joseph Javier
City of Jersey City
Division of Architecture
575 Route 440, 2nd Floor
Jersey City, NJ 07305

RE: Jersey City Municipal Services Complex
Jersey City, N.J.
Contract Extension Request
Our File JCMSC #3

Dear Joe:

By resolution 13.716, dated October 23, 2013, Epic's contract was extended until June 11, 2014. As you are aware, Terminal's latest schedule shows them not completing until August 4, 2014. However, we believe that they are going to revise this schedule to show substantial completion in June. Therefore, we propose that we continue full on-site representation, Sr. Project Manager and Project Engineer, through June 13, 2014 and then cut back to providing only our Project Engineer on-site until July 31, 2014. In either case, we will continue to provide my part-time involvement and our office support staff.

The monthly cost for this extension will be \$12,032/month, per the attached spreadsheet. If we use a completion date of July 31, 2014, the total cost will be \$18,048.

If you have any questions, please do not hesitate to call me.

Sincerely,
Epic Management, Inc.

A handwritten signature in black ink, appearing to read "D DelMar", written in a cursive style.

Dan DelMar, LEED AP
Project Executive

cc: Michael Razzoli, Director, JCDPW
Bhavini Doshi, JCDPW
Robert Epifano, Jr., Epic Management
Johan Oviedo, Epic Management

Epic Management, Inc.

48 Wulaton Road • Kintnersville, PA 18930
732-239-2866 • ddelmar@epicbuilds.com

Jersey City Municipal Services Complex
Epic Management Extended Services Worksheet
May 15, 2014

	Tasks	Hourly Rate	Hours/Mo.	Total
Project Executive	Overall supervision, coordination, meetings	\$115	40	\$4,600
Project Engineer	daily Reports, punch list, closeout	\$39	173	\$6,760
Clerical/Accounting/MIS	Payroll, billing, computer maintenance	\$56	12	\$672
				\$12,032

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

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

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

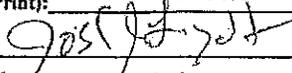
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): Joel G. Lizotte

Representative's Signature: 

Name of Company: Epic Management, Inc.

Tel. No.: 732-752-6100

Date: June 9, 2014

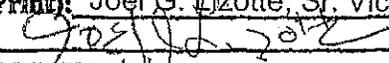
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title (Print): Joel G. Lizotte, Sr. Vice President
Representative's Signature: 
Name of Company: Epic Management, Inc.
Tel. No.: 732-752-6100 Date: June 9, 2014

**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 : Epic Management, Inc.
Address : 136 Eleventh Street, Piscataway, NJ 08854
Telephone No. : 732-752-6100
Contact Name : Joel G. Lizotte

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.

OFFICE OF EQUAL OPPORTUNITY COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

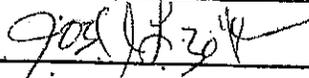
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Epic Management, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding March 11, 2011 (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 Epic Management, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

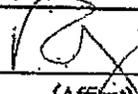
Name of Business Entity: Epic Management, Inc.

Signed:  Title: Sr. Vice President

Print Name: Joel G. Lizotte Date: June 9, 2014

Subscribed and sworn before me
this 9 day of June, 2014.
My Commission expires:

Nicole Mason


(Affiant)
Robert Epifano, Jr., CEO
(Print name & title of affiant) (Corporate Seal)

NICOLE MASON
Notary Public of New Jersey
My Commission Expires February 4, 2015

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

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

Part I - Vendor Affirmation

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

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

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Robert Epifano, Jr.	824 Summit Ridge Drive, Bridgewater, NJ 08807
John Epifano	5 Gabriella Lane, Warren, NJ 07059

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: Epic Management, Inc.

Signed: [Signature] Title: Sr. Vice President

Print Name: Joel G. Lizotte Date: June 9, 2014

Subscribed and sworn before me this 9th day of June, 2014

My Commission expires: NICOLE MASON Notary Public of New Jersey
 My Commission Expires February 4, 2015

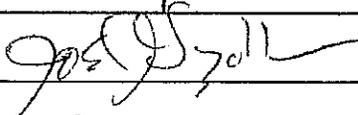
[Signature]
 (Affiant)
Robert Epifano, Jr., CEO
 (Print name & title of affiant) (Corporate Seal)

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:

Name	Address	% owned
Robert Epifano, Jr.	824 Summit Ridge Drive, Bridgewater, NJ 08807	50%
John Epifano	5 Gabriella Lane, Warren, NJ 07059	50%

SIGNATURE : 

TITLE: Sr. Vice President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 9th, June OF 2014

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)
NICOLE MASON *Nicole Mason*
Notary Public of New Jersey
My Commission Expires February 4, 2015

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

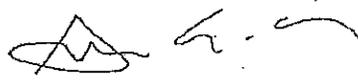
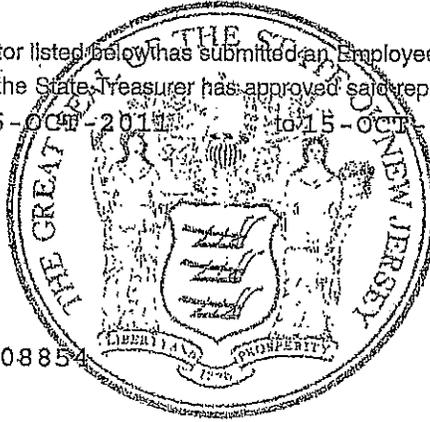
(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

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-OCT-2013 to 15-OCT-2014

EPIC MANAGEMENT
136 ELEVENTH ST.
PISCATAWAY

NJ 08854


Andrew P. Sidamon-Eristoff
State Treasurer

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

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08648-0252

TAXPAYER NAME:
EPIC MANAGEMENT, INC.
TAXPAYER IDENTIFICATION#

TRADE NAME:
CONTRACTOR CERTIFICATION#
0106293

ADDRESS
136 ELEVENTH AVE
PISCATAWAY NJ 08854

ISSUANCE DATE:
11/02/01

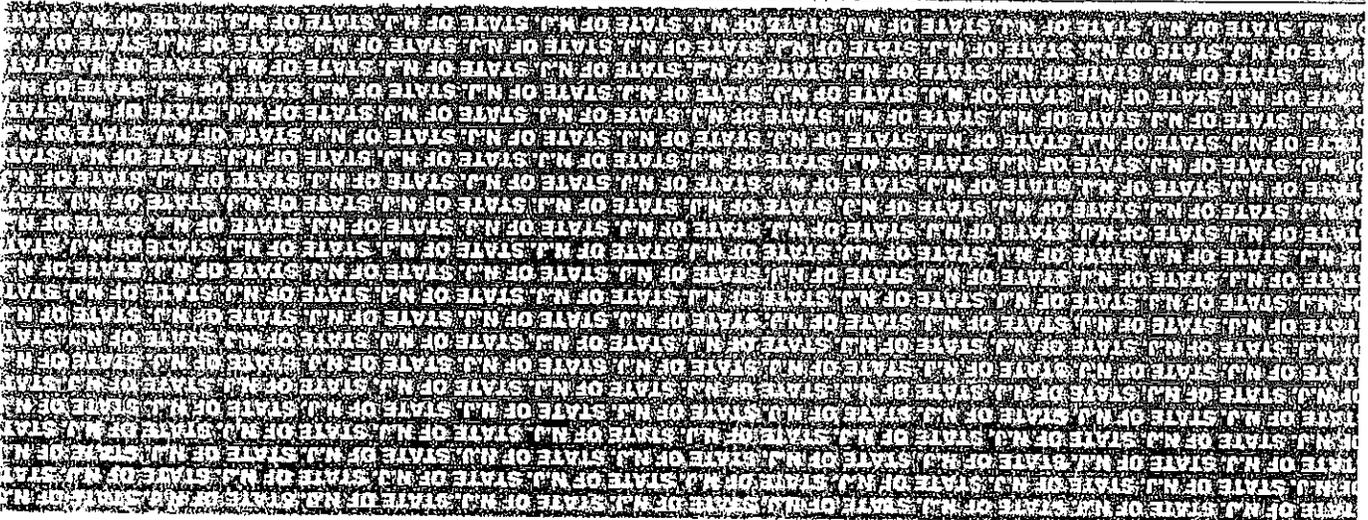
EFFECTIVE DATE:
06/30/94

Patricia A. Checchio

Director, Division of Revenue

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. 14.437

Agenda No. 10.Z

Approved: JUN 25 2014

TITLE:



RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE BALLOTS FOR THE PRIMARY ELECTION HELD ON JUNE 3, 2014

WHEREAS, the City of Jersey City (City) required printing services for the printing of ballots, supplies and mailing services for the June 3, 2014 primary election; and

WHEREAS, Barbara Netchert, County Clerk, has designated Royal Printing Service as the official printer of the ballots for Hudson County; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(1), contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding; and

WHEREAS, Royal Printing Service, P.O. Box 1000, West New York, New Jersey agreed to provide printing services for the sum of \$77,930.00; and

WHEREAS; funds in the amount of \$77,930.00 are available in Account No. 2014-01-201-20-122-305; P.O. No. 113908; 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 Clerk has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, Royal Printing Service has completed and submitted a Business Entity Disclosure Certification which certifies that Royal Printing Service 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 Royal Printing Service from making any reportable contributions during the term of the contract; and

WHEREAS, Royal Printing Service has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract.

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

1. A contract award in the amount of \$77,930.00 to Royal Printing Service for the printing of official election machine and sample ballots for the primary election held on June 3, 2014 is hereby ratified;
2. The contract award is exempt from formal public bidding pursuant to N.J.S.A. 40A:11-5(1)(I); and
3. 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.

TITLE:

RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE BALLOTS FOR THE PRIMARY ELECTION HELD ON JUNE 3, 2014

I, Donna Mauer, Donna Mauer, hereby certify that funds in the amount of \$77,930.00 are available in Account No. 2014-01-201-20-122-305; P.O. No. 113908 for payment of this resolution.

Donna Mauer, Chief Financial Officer

G:\WPDOCS\TOLONDA\RESOS\MISC\ROYAL PRINTING SERVICE.wpd

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

DETERMINATION OF VALUE CERTIFICATION

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

1. As City Clerk of the City of Jersey City (City), I am also the Chief Election Official for the City of Jersey City.
2. The City requires the services of a printer to prepare official ballots, supplies and mailing services for the June 3, 2014 Primary Election.
3. N.J.S.A. 40A:11-5(1)(l) of the Local Public Contracts Law indicates that the award of contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding.
4. As Municipal Clerk for the City of Jersey City I recommend ratification of the contract to Royal Printing Service.
5. The estimated amount of the contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. 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: _____

Robert Byrne, City Clerk

**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 Royal Printing Service (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 Royal Printing Service (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: Royal Printing Service

Signed [Signature] Title: Vice President/Secretary

Print Name: David W. Passante Date: 6/17/14

Subscribed and sworn before me

this 17 day of June, 2014.

My Commission expires: 11/24/14

[Signature]
(Affiant)

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

Dorena Stokes
Notary Public of New Jersey
ID #62611
My Commission Expires 11/24/14

**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).

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

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
David W. Passante	11 Eastbrook Road, Harrington Park, NJ
Kevin N. Passante	11 Cobblestone Crossing, Norwood, NJ

Part 3 – Signature and Attestation:

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

Name of Business Entity: Royal Printing Service
 Signed: [Signature] Title: Vice President/Secretary
 Print Name: David W. Passante Date: 6/17/14

Subscribed and sworn before me this 17 day of June, 2014
 My Commission expires: 11/24/14

[Signature]
 (Affiant)

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

Dorene Stokes
 Notary Public of New Jersey
 ID #82611
 My Commission Expires 11/24/14

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

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

TAXPAYER NAME:

ROYAL PRINTING SERVICE

TAXPAYER IDENTIFICATION#:

0064640

ADDRESS:

441 51ST ST
WEST NEW YORK NJ 07093

EFFECTIVE DATE:

10/15/69

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

ISSUANCE DATE:

06/03/04

John S. Tully

Acting Director

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

2020-01-15 11:14 AM

Certification 13999

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 - 2014 to 15-APR - 2021



ROYAL PRINTING SERVICE
441 51ST ST., PO BOX 1000
W. NEW YORK NY 07093

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 14.438

Agenda No. 10.Z.1

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PREFERRED MEALS SYSTEMS INC. TO PROVIDE 2014 SUMMER FOOD SERVICE PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide 2014 Summer Food Program for the Department of Health & Human Services; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Two (2) Bids, the lowest bidder being that from Preferred Meals Systems Inc, 5240 St. Charles Road, Berkeley, IL 60163 in the total bid amount of Four Hundred Nineteen Thousand, Eighty Five (\$419,085.70) Dollars and Seventy Cents ; and

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

WHEREAS, the sum of Four Hundred Nineteen Thousand, Eighty Five (\$419,085.70) Dollars and Seventy Cents is available in the 2014 temporary and permanent budget in Account 02-213-40-334-314; and

Dept. of Health & Human Services			
Acct No.	P.O. #		Amount
02-213-40-334-314	113845	Temp. Encumb	\$50,000.00
		Total Contract	\$419,085.70

WHEREAS, the funds for this service is from the Summer Food Program Grant; 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.; and

WHEREAS, if funds are not available for the contract in the 2014 temporary and permanent budget, the contract will be terminated.

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

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

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PREFERRED MEALS SYSTEMS INC. TO PROVIDE 2014 SUMMER FOOD SERVICE PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account Dept. of Health & Human Services

Dept. of Health & Human Services				
Acct No.	P.O. #	Temp. Encumb	Amount	
02-213-40-334-314	113845		\$50,000.00	
		Total Contract	\$419,085.70	

Approved by [Signature] ^{CP/12/14}
Peter Folgado, Director of Purchasing, RPPO, QPA

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PREFERRED MEALS SYSTEMS INC TO PROVIDE 2014 SUMMER FOOD SERVICE PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

Project Manager

Department/Division	Health & Human Services	Summer Food Program
Name/Title	Stacey L. Flanagan	Director of DHHS
Phone/email	(201) 547-6560	sflanagan@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide breakfast and lunch to low income children in Jersey City at different camps, daycares and faith based organizations.

Cost (Identify all sources and amounts)

Total Cost \$419,085.70
Acct Number # 02-213-40-334-314
(Operating)

Contract term (include all proposed renewals)

June 30, 2014 thru August 15, 2014

Type of award

Bid

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/10/14
Date

Signature of Purchasing Agent
Peter Folgado, QPA

Date



CITY OF JERSEY CITY
DEPARTMENT OF HEALTH & HUMAN SERVICES

199-201 SUMMIT AVENUE JERSEY CITY, NJ 07306
P: (201) 547-6800 F: (201) 547-5168



STEVEN M. FULOP
MAYOR

STACEY FLANAGAN
DIRECTOR

INTEROFFICE MEMORANDUM

To: Peter Folgado, Purchasing Officer
From: Stacey L. Flanagan, Director of DHHS
Subject: Summer Food Meals Contract Award Recommendation
Date: 6/4/2014

As the result of the bids for the 2014 Summer Food Program, I am recommending the contract to be awarded to Preferred Meal Systems, Inc.

The account number to encumber the funds for this contract is 02-213-40-334-314.

Temporary Encumbrance: \$50,000.00
Estimated Total Contract Amount: \$419,085.70

Please contact me if you require any additional information.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PREFERRED MEAL SYSTEMS, INC.

Trade Name:

Address: 5240 ST CHARLES ROAD
BERKELEY, IL 60163

Certificate Number: 0842932

Date of Issuance: November 22, 2004

For Office Use Only:

20041122154831296



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0842932 FOR PREFERRED MEAL SYSTEMS, INC. IS VALID.

VERIFIED
PC

Certification
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 2895

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-2012 to 15-AUG-2015

**PREFERRED MEAL SYSTEMS
5240 ST. CHARLES ROAD
BERKELEY IL 60163**

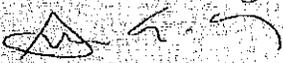


Andrew P. Sidamon-Eristoff
State Treasurer

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Arthur Bell, SVP of Sales and Account Management

Representative's Signature: 

Name of Company: Preferred Meal Systems, Inc.

Tel. No.: 708-318-2500

Date: 5/30/2014

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

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

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

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

Representative's Name/Title Print: Arthur Bell, SVP of Sales and Account Management
Representative's Signature: *Arthur Bell*
Name of Company: Preferred Meal Systems, Inc.
Tel. No.: 708-318-2500 Date: 5/30/2014

**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: Preferred Meal Systems, Inc.

Address: 5240 St. Charles Rd. Berkeley, IL 60163

Telephone No.: 708-318-2500

Contact Name: Patrice Tillman

Please check applicable category:

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input checked="" type="checkbox"/> Neither |

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

City Clerk File No. Res. 14.439

Agenda No. 10.Z.2

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR WINCHESTER AMMUNITION UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE/E.S.U.)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, WHEREAS, the Department of Police is need of **Winchester Ammunition** for the Department of Public Safety, Emergency Services Unit (E.S.U.); 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, Atlantic Tactical of New Jersey, 763 Corporate Circle, New Cumberland, Pennsylvania 17070 is the only authorized vendor in the state of New Jersey and is in possession of State Contract No. **A81297**, submitted a proposal for Winchester Ammunition; and

WHEREAS, funds are available for this contract in the **Department of Public Safety (Police) Operating Account**;

Account	P.O. #	State Contract	Total Contract
01-201-25-240-218	113402	A81297	\$92,002.92

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

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

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

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR WINCHESTER AMMUNITION UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE/E.S.U.)

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

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

Account	P.O. #	State Contract	Total Contract
01-201-25-240-218	113402	A81297	\$92,002.92

Approved by Patricia M. Vega for: P. Folgado, QPA
Patricia M. Vega, Principal Buyer, RPPS for:
Peter Folgado, Director of Purchasing, RPPPO, QPA

pv
4/21/14

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

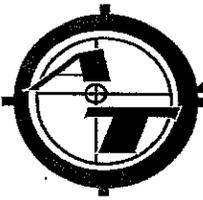
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk



ATLANTIC TACTICAL™
OUTFITTING AMERICA'S HEROES
 14 Worlds Fair Drive, Somerset NJ 08873
 732-377-3297 • FAX 732-537-0007



SALES QUOTE

SQ-90115163

4/21/2014



REMIT TO: 763 Corporate Circle, New Cumberland, PA 17070

Customer	Contact	Ship To
Jersey City PD City of Jersey City 1 Journal Square Plaza JERSEY CITY NJ 07306 Tel: (201)-547-5413, (201)-547-5769		JERSEY CITY PD 8 ERIE ST JERSEY CITY NJ 07302 Tel: (201)-547-5432

Account	Terms	Due Date	Account Rep	Schedule Date
203699	Voucher	5/21/2014	Rich Slack	4/21/2014
Quotation	PO #	Reference	Ship VIA	Page Printed
SQ-90115163				1 4/21/2014 12:25:51 PM

Item	Description	Qty	Price	UM	Discount	Amount
1	Patricia Vega Fax 201 547 6585					
2	vegap@jcnj.org					
3	WINRA45T Ranger.45 230gr. T-Series Case of 500	419.0	\$193.08	10C		\$80,900.52
4	WINRA1200HD Ranger 12ga 9 Pellet 00 BucksCase of 250	60.0	\$117.24	10C		\$7,034.40
5	WINX12RS15 Win Super-X 12ga Foster Slug-box of 5 (case of 50 boxes)	30.00	\$135.60	50C		\$4,068.00
6	NOTE: NO SHIPPING CHARGES ON WINCHESTER AMMO PICKED UP AT OUR NJ RETAIL STORE OR ON (6) CASE MIN. DROP SHIPS FROM THE WHINCHESTER FACTORY.					
7						
8	Quoted prices per NJ State Contract # A81297					
9	Quoted price valid till 4-30-2013					
10	Prices subject to change after 4-30-2013					

Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have. Thank You Again,	Tax Details	Taxable	\$0.00
	EXEMPT \$0.000	Total Tax	\$0.00
	Payment Details	Exempt	\$92,002.92
	01/01/00 No Payment History	Total	\$92,002.92
		Balance	\$92,002.92

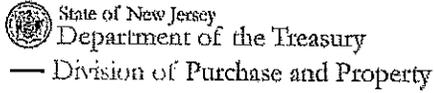


STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ATLANTIC TACTICAL INC
Trade Name:
Address: 763 CORPORATE CIRCLE
NEW CUMBERLAND, PA 17070
Certificate Number: 1113866
Effective Date: January 05, 2012
Date of Issuance: April 21, 2014

For Office Use Only:
20140421134514208

	ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: ARMOR SHIELD P/L DATED: 1/6/12 - RETAIL/AGENCY				
Vendor: ASTROPHYSICS INC		Contract Number: 81310			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00250	COMM CODE: 257-31-082733 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: CERNE DETECTION BRAND: ASTROPHYSICS INC. P/L DATED: 1/1/12 - LIST	1.000	EACH	20.00%	N/A
Vendor: ATLANTIC TACTICAL INC		Contract Number: 81297			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 680-04-021196 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: W INCHESTER P/L DATED: 1/1/12 -RETAIL	1.000	EACH	40.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 680-04-021203 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: W INCHESTER IN LOTS OF 20,000 PLUS ROUNDS P/L DATED: 1/1/12 -RETAIL	1.000	EACH	41.50%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 680-04-021205 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: W INCHESTER - 12 GUAGE 00 BUCK, MAG IN LOTS OF 10,000 RDS & UP P/L DATED: 1/1/12 -RETAIL	1.000	EACH	40.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 680-52-021225 [POLICE, PRISON AND	1.000	EACH	35.48%	N/A



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

**T-0106
POLICE AND HOMELAND SECURITY EQUIPMENT
AND SUPPLIES - STATEWIDE**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JACKIE KEMERY

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

[Download All Documents](#) ^

- [State Contract Manager Adobe PDF \(7 kb\)](#)
- [Price List Link](#)
- [Subcontractor List Excel Document \(90 kb\)](#)
- [Amendment #1 - Product Addition Adobe PDF \(76 kb\)](#)
- [Amendment #2 - Product Addition Adobe PDF \(30 kb\)](#)
- [Amendment #3 - Additional Distributors Adobe PDF \(28 kb\)](#)
- [Amendment #4 - Product Addition Adobe PDF \(14 kb\)](#)
- [Amendment #5 - Product Addition Adobe PDF \(6 mb\)](#)
- [Amendment #6 - Product Addition Adobe PDF \(24 kb\)](#)
- [Amendment #7 - Additional Distributors Adobe PDF \(12 kb\)](#)
- [Amendment #8 - Product Addition Adobe PDF \(48 kb\)](#)
- [Amendment #9 - Additional Distributors Adobe PDF \(15 kb\)](#)
- [Amendment #10 - Product Cancellation Adobe PDF](#)

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

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number **NOAs By Title** **Search NOAs**

Index #:	T-0106
Contract #:	VARIOUS
Contract Period:	FROM: 05/01/12 TO: 04/30/15
Applicable To:	ALL STATE AGENCIES

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	ARMORSHIELD USA LLC 30 ARMORSHIELD DR STEARNS, KY 42647
Contact Person:	DAVID ZIMMERMAN
Contact Phone:	800-386-9455
Order Fax:	800-392-9455
Contract#:	82179
Expiration Date:	04/30/15
Terms:	5% 10 NET 30
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	ASTRO PHYSICS INC 21481 FERRERO PARKWAY CITY INDUSTRY, CA 91789
Contact Person:	FRANCOIS ZAYEK
Contact Phone:	909-598-4588
Order Fax:	909-598-5546
Contract#:	81310
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	ATLANTIC TACTICAL INC 763 CORPORATE CIRCLE NEW CUMBERLAND, PA 17070
Contact Person:	SEAN M. CONNVILLE
Contact Phone:	717-774-3339
Order Fax:	717-774-4463
Contract#:	81297
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	BATTLEW ARE TECHNOLOGIES INC 11263 AIR PARK RD/BLDG B4 ASHLAND, VA 23005
Contact Person:	LE BUNDY

Customer Service @ Atlantic Tactical.com
 Fax: 717-774-4463

JERSEY CITY POLICE DEPARTMENT
DEPARTMENT REQUISITION Req #:

Date: March 19, 2014

The following supplies are required by the Police Property Room for use by: Pistol Range

New Items Replacement Items

Quantity	Unit	Item Description	Approx/Total Cost
200,600	Rounds	Winchester Ammunition	
	600 per case	.45 caliber automatic, Ranger T-Series 230 grain - #RA45T	\$103.00 per case
	419 cases		Total = \$80,900.52
		Vendor:	
		Atlantic Tactical (A State Contract Vendor)	
		14 World's Fair Drive	
		Somerset, New Jersey 08873	
		Phone - 732-377-3297 ext 149 Fax - 732-537-0007	
		Contact Person - Rich Slack, Cell Phone 610-360-0072	
		Shipping Instructions - Deliver To	
		Jersey City Police Emergency Service Unit	
		676 Route 440	
		Jersey City, New Jersey 07306	
		Phone - 201-647-6432	
		Contact Cell Phone - 732-659-5060	

Justification / Usage:

Required to train & qualify police officers, police recruits and E.S.U. with sub-machine guns.

ABOVE ITEM USED BY ALL POLICE UNITS

Requested by: Paul Pawchak *Paul Pawchak* Unit Commander
 Approved by: _____ District Commander
 _____ Division Commander
DIC J. Calhoun _____ Chief of Police
 _____ Director of Police

**** Budget Account ****

Fund **1** CURRENT FUND
 G/L **201** CURRENT APPROPRIATIONS
 Ctr **25** PUBLIC SAFETY
 Subsidiary **240** POLICE
 Line Item **218** POLICE SUPPLIES
 Sort Code **65** DEPARTMENT OF POLICE

Budget Amount **190,292.00**
 Revised Budget **.00**
 Beginning Balance **190,292.00**
 Prior YTD Expended **.00**
 Curr. YTD Expended **41,559.08**
 Open Encumbered **44,189.50**
 Ending Balance **104,543.42**

Year/Period **2014 / 4** View in Ascending Order
 View in Descending Order

Chg. Year/Period /

[.New Acct](#) [Previous >](#) [< Next](#)

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

Col.	Per.	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VR	4	4/09/2014	112265	ATLANTIC TACTIC	SI901407	AMMUNITION	34,947.48	.00
VR	3	3/26/2014	112294	LIFE SAVERS, INC	64170	" "	4,288.40	.00
VR	3	3/26/2014	112670	ROCKWOOD CORP	7128275	LIFTGATE SERVIC	2,200.00	.00
VR	3	3/26/2014	112669	ROCKWOOD CORP	17128236	TARGETS	123.20	.00

[Print Account](#)

[View Open Enc](#)

[View Lgl Line](#)



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

City Clerk File No. Res. 14.440

Agenda No. 10.Z.3

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY CYCLES LLC FOR THE PURCHASE OF FUJI POLICE PATROL BICYCLES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for **Fuji Bicycles for Police Patrol**; and

WHEREAS, as per N.J.S.A. 40A:11-6.1(a) three (3) quotes were solicited with the lowest, responsive and responsible being that from Jersey Cycles LLC, 510 Central Avenue, Jersey City, New Jersey 07307 in the total amount of **Thirty Five Thousand Nine Hundred Ninety Eight Dollars and Eighty Cents (\$35,998.80)**; and

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

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

WHEREAS, the Director of the Department of Public Safety (Police) has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

WHEREAS, funds in the amount of \$35,998.80 are available in the **Law Enforcement Trust Fund**

Account	PO #	Amount
16-290-55-000-800	113702	\$35,998.80

(Continue on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY CYCLES LLC FOR THE PURCHASE OF FUJI POLICE PATROL BICYCLES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

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

1. A contract in the amount of \$35,998.80 for the purchase of **Fuji Bicycles for Police Patrol** is awarded to **Jersey Cycles LLC** and the Purchasing Agent is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to administer the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$35,998.80 are available in the **Law Enforcement Trust Fund**.

Account	PO #	Amount
16-290-55-000-800	113702	\$35,998.80

Peter Folgado
Director of Purchasing, OPA, RPPO

Donna Mauer
Donna Mauer,
Chief Financial Officer

PF/pv
5/23/14

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY CYCLES LLC FOR THE PURCHASE OF FUJI POLICE PATROL BICYCLES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

Initiator

Department/Division	PUBLIC SAFETY		
Name/Title	JEROME A. CALA, ASST. DIRECTOR		
Phone/email	201-547-4239		

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

TO PURCHASE BICYCLES FOR THE POLICE DIVISION FOR INCREASED POLICE PRESENCE IN AREAS WHERE POLICE CARS CANNOT RESPOND

I certify that all the facts presented herein are accurate.

Jerome Cala
Signature of Department Director

5/28/14
Date

[Signature]
Signature of Purchasing Director

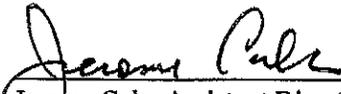
5/28/14
Date

DETERMINATION OF VALUE CERTIFICATION

I, Jerome Cala, of full age, hereby certify the following:

1. I am the Assistant Director of the Department of Public Safety.
2. The City requires the bicycles for the Police Division for increased police presence in areas where police cars cannot respond.
3. The City informally solicited quotations for the bicycles.
4. The administration's recommendation is to award a contract to Jersey Cycles, LLC.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

5/30/14
Date



Jerome Cala, Assistant Director
Department of Public Safety



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: JERSEY CYCLES LLC

Trade Name:

Address: 510 CENTRAL AVENUE
JERSEY CITY, NJ 07307

Certificate Number: 1731604

Effective Date: July 23, 2012

Date of Issuance: May 22, 2014

For Office Use Only:

20140522161949424



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1731604 FOR JERSEY CYCLES LLC IS VALID.

QUOTATION ANALYSIS SHEET

DATE		5/22/2014		VENDOR NAME		GROVE STREET BICYCLES		policebike store .com		jersey cycles	
REQ. NO		R0166230		QTY		UNIT		EXT AMT		UNIT COST	
DIV/DEPT		police		QTY		UNIT		EXT AMT		UNIT COST	
ITEM #		DESCRIPTION		QTY		UNIT		EXT AMT		EXT AMT	
1		fuji police bike with listed	EA					\$0.00			\$0.00
2		accessories	EA	40		\$1,110.00		\$44,400.00		\$869.00	\$34,760.00
3			EA					\$0.00			\$0.00
4		assembly of bikes and	EA	1		\$0.00	<500>	\$0.00	#VALUE!	\$2,800.00	\$2,800.00
5		accessories	EA					\$0.00			\$0.00
6			EA					\$0.00			\$0.00
7		accessories are: rear trunk bag	EA					\$0.00			\$0.00
8		code 3 sports light set front/rear	EA					\$0.00			\$0.00
9		helmet, mega horn siren	EA					\$0.00			\$0.00
10			EA					\$0.00			\$0.00
11		grove subst/cannondale for fuji	EA					\$0.00			\$0.00
12		policebike does not offer assembly	EA					\$0.00			\$0.00
13		gave \$500.00 credit	EA					\$0.00			\$0.00
14		jersey cycles jersey city location	EA					\$0.00			\$0.00
15		inc one year free adjustments	EA					\$0.00			\$0.00
16			EA					\$0.00			\$0.00
				SUB-TOTAL				\$44,400.00			\$34,260.00
				SHIPPING/HANDLING				\$0.00			\$0.00
				TOTAL				\$44,400.00			\$35,998.80

BUYER'S NOTES:

DOES NOT
INSTALL

Louis Strikowsky

From: Luca Gentile [lucagentile6@gmail.com]
Sent: Thursday, May 22, 2014 3:11 PM
To: Louis Strikowsky
Subject: Assembly quote

JERSEY CYCLES LLC.

510 CENTRAL AVENUE

JERSEY CITY, N.J. 07307

(201) 763-7133

A price quote for the Fuji Police Patrol bike package assembly is as follows:

2014 Fuji Police Patrol bike with additional accessories including a light and siren package is \$70.00 per cycle built.

The total cost for 40 Police Patrol Bicycle Packages is 2800.00

All bicycles must be delivered and picked up at the Jersey Cycles location at 510 Central Avenue in Jersey City. Each bicycle will have 30 days free adjustments. Basic adjustments include brakes, gears, bearing components. All adjustments must be made at the Jersey Cycles location. Basic adjustments do not cover the replacement of new parts or defective parts. Wheels, tires and inner tubes are not part of the adjustment package. Any damage due to misuse will not be covered under basic adjustments.

Jersey Cycles LLC
Luca Gentile

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

**JERSEY CYCLES LLC.
510 CENTRAL AVENUE
JERSEY CITY, N.J. 07307
(201) 763-7133**

A price quote for the Fuji Police Patrol bike package is as follows:

**2014 Fuji Police Patrol 26in wheel \$759.99
Fuji rear rack Bag 732 cl. black only \$49.99
Code 3 Sports light set Front and Rear \$299.99
Limar X-MTB Helmet Large/XL Black only \$59.99
Mega Horn Siren \$29.99
Total \$1199.95 X 25% quantity discount
\$1199.95
-\$299.98
Total cost per bicycle with accessories is \$899.97**

**The total cost for 40 Police Patrol Bicycle Packages is \$35,998.88
When the order has been finalized payment will be expected within a ninety days.
All bicycles must be picked up at the Jersey Cycles location at 510 Central Avenue in
Jersey City. Each bicycle will have one year of free adjustments. Basic adjustments
include brakes, gears, bearing components and lubricating the drivetrain. Basic
adjustments do not cover the replacement of new parts. Wheels, tires and inner
tubes are not part of the adjustment package. Any damage due to misuse will not be
covered under basic adjustments.**

Price quote for the Fuji Police Patrol bike package

2014 Fuji Police Patrol 26 inch Wheel	\$759.99
Fuji Rear Rack Bag 732 cl. Black only	\$49.99
Code 3 Sports light set Front and Rear	\$299.99
Limar X-MTB Helmet Large/XL Black Only	\$59.99
Mega Horn Siren	\$29.99
Total with quantity discount	\$1,199.95 X 25%
	\$1,199.95
	(\$299.98)
Total cost per bicycle with accessories is	\$899.97
Total cost for 40 police patrol bicycles with packages	\$35,998.88

EARTHSPIRITS.NET, INCORPORATED
 PoliceBikeStore.com
 179 RT 46 West STE 9-278
 Rockaway, NJ. 07866
 973-366-5868 (phone) 888-773-1427 (fax)

Price Quote

Name/Address
Jersey City Police Department Accounts Payable 1 JSQ PLAZA JERSEY CITY NJ 07306

Date	Quote Number	Project
04/28/14	181	

Item	Description	Quantity	Cost	Total
fuji-code2-com bo	Fuji Code 2 MAX Bike Combo Includes: Fuji Code 2 27 Speed Mountain Bike Code3Sports Ultimate Trunk Bag Bell Piston Bike Helmet Code3Sports Max Patrol 600 Bike Light with Red/Pursuit Lights, 600 Lumen headlight and taillight with pursuit lights built in.	40	829.00	33,160.00
Code3Sports-Sir en	Code 3 Sports Bicycle Siren	40	40.00	1,600.00
credit	Credit - towards assembly of bikes	1	-500.00	-500.00
	Out-of-state sale, exempt from sales tax		0.00%	0.00
			Total	\$34,260.00

Tawana Moody

From: Lorenzo tosado <sgt.tosado@hotmail.com>
Sent: Monday, May 19, 2014 12:02 PM
To: Tawana Moody
Subject: Fwd: grove street

Sent from my iPhone

Begin forwarded message:

From: Chris De Los Angeles <chris@grovestreetbicycles.com>
Date: March 27, 2014 at 8:51:52 PM EDT
To: Lorenzo <sgt.tosado@hotmail.com>
Subject: Re: grove street

ok, got it. sorry. I'm in California and have our notes on my desk back in nj.

bag = normally retails for \$80, you pay \$60

helmets = normally \$40, you pay \$30

the police lights and sirens are only \$20 for the set and we'll install all this stuff for free, with purchase through us, of course. so per bike you'd be looking at \$110 in accessories and \$0 in labor. if we outsourced these items we would charge \$69.99 per bicycle assembly and charge accordingly when time to service them came along. so all in all, the breakdown would be:

cannondale law enforcement 1

normally \$1400 down to \$1000

accessories \$110 (after discounts) no install charge.

if we purchased these bicycles elsewhere, we'd charge per bicycle build \$69.99, plus whatever service we'd have to perform after the bicycles are ridden. I expect these bikes to go through serious abuse (as the last fleet) so I know this service package really would be the main benefit in dealing with us locally. please let me know if there is anything else you need to know. thanks again for your email.

Chris D
Grove Street Bicycles
365 Grove St
Jersey City NJ

Sent from my iPhone

Please consider the environment before printing this e-mail

CONFIDENTIALITY NOTICE: This e-mail, and any attachments, are intended solely for the use of the intended recipient and may contain information that is confidential, proprietary,

Tawana Moody

From: Lorenzo tosado <sgt.tosado@hotmail.com>
Sent: Monday, May 19, 2014 12:00 PM
To: Tawana Moody
Subject: Fwd: Estimate for bikes & helmets

Sent from my iPhone

Begin forwarded message:

From: JV Bikes <sales@jamesvincentbicycles.com>
Date: March 28, 2014 at 10:20:29 AM EDT
To: Lorenzo <sgt.tosado@hotmail.com>
Subject: Re: Estimate for bikes & helmets
Reply-To: JV Bikes <sales@jamesvincentbicycles.com>

Sgt. Tosado

Unfortunately \$60 is the best price we can do. It's a lot of work especially having to mount the rear rack disc brakes and the light system. We would normally charge around \$100 for that type of a bike build. Hope we can do business.

Regards

Jorge

> On March 27, 2014 at 6:40 PM Lorenzo <sgt.tosado@hotmail.com> wrote:

>

>

> Thank you for your quote. What if the department decides to buy the bikes from someone else, what is your best price to finish their assembly?

>

> Sent from my iPhone

>

>> On Mar 26, 2014, at 4:13 PM, JV Bikes <sales@jamesvincentbicycles.com> wrote:

>>

>> Sgt. Tosado

>>

>> Below is a list of the bike & accessories you requested. I know it's a little pricey but you are getting top quality bikes & light sets that won't need much maintenance for years. Also the bike assembly is already included in the price. Let me know what you think or if there is anything else I can do for you. Also you can remove any items that you don't need from list like siren, etc.

>>

>> Regards

>>

>> Jorge Nova, Owner

>>

>> Trek Police Bike----- \$1149.99

>> Trek Poilce Bag for rear rack-----	\$99.99
>> Trek Police Velcro Patches -----	\$4.99 each set
>> Trek Police bike kickstand rear mounted-----	\$24.99
>> Trek Police sticker for helmet -----	\$7.99 each set
>> Trek Helmet Universal fit Black or White-----	\$39.99
>>	
>> Nightrider Police Light set front with mounting access. & battery	\$399.99
>> Nightrider Police Rear Light -----	\$69.99
>> Nightrider Police Siren -----	\$69.99
>>	
>> Total -----	\$1867.91 per bike
fully equipped w/helmet	



iFORCE Patrol Bicycles
912 Pittsburgh Road
Butler, PA 16002
724.524.4175
<http://www.iforcebikes.com>

Contact Details

Name: Lorenzo
Title: Sergeant
Department: Jersey City Police
Email: sgt.tosado@hotmail.com
Phone: 5512654934
Address: 1 JSQ PLAZA
Jersey City, NJ, 07306 US
Message: we are looking to purchase 30 - 40 bikes. Can you send me a quote for 30 and 40 bikes.

iFORCE Patrol Bicycle Build Quote

Build #1

Bike Body

Frame Sizes: 19.5"
Frame Color: Satin Black
Stem Size: 120 mm @ 30 degrees (STANDARD)
Custom EMS Bag Support: No (STANDARD)
Fork: Rock Shox TORA 29er Air Suspension Fork (STANDARD)

Electrical

iForce Light & Siren System (Riding Lights, Pursuit/Emergency Lights, & Siren): Yes
360° LED Lights: 4 Large LEDs (2 Red / 2 Blue per Light Unit) - Front, 2 Sides, Rear
Riding Lights: Front: 4 Large White LED Headlamps (STANDARD), Rear: 7 Red Flashing LEDs - Integral Part of Lighting System (STANDARD)
Siren / PA: Vehicle Grade Siren with Wail, Yelp, Hi-Lo and PA (STANDARD)
Battery: 1 Battery with AC Charger (STANDARD)
Additional Battery: No Additional Battery
Battery Charger: No Additional AC Charger
PA Microphone: No PA Microphone
Trip Computer: No Trip Computer

Mechanical

Brakes: Avid BB5 Front and Rear Disc Brakes and 160mm Rotors (STANDARD)
Cassette: SRAM 12-26T 9 Speed (STANDARD)
Shifters: SRAM X-7 Trigger Shifters (STANDARD)
Front Derailleur: SRAM X-7 (STANDARD)
Rear Derailleur: SRAM X-7 (STANDARD)

Wheels

Wheelsets: Velocity Blunt 32-hole Disc Compatible 29" Silver Wheelset (STANDARD)
Tires: CST 700 x 42c Servant Kevlar Tires (STANDARD)

Accessories

Saddle: WTB Speed Saddle (STANDARD)
Pedals: Sunlite Pedals with Toe Clip and Strap (STANDARD)
Grips: Ergo, Grips w/ Barend (STANDARD)
Bottle & Cage: Large Water Bottle and Black Alloy Dimensions Cage (STANDARD)
Kick Stand: Rear Mounted (STANDARD)
Rear Bag: iFORCE Trunk Bag with Quick Track Mounting and Paniers: Includes Multi-Tool (STANDARD)

Graphics

Organization Name: Standard Graphics in White Block Reflective Letters on Top Tube (+\$50.00)
Organization Type: Police
Organization Logo / Badge: No Logo / Badge

*Quote Pricing is Good for 90 Days from Quote Date (March 24, 2014).

Quote Notes: We have included the reflective graphics at no extra cost and also deducted another \$100 off each bike. We have also included FREE freight for a total savings of \$7500.00.

Quote Date: March 24, 2014
Bike Quantity: 40
Discount: \$4,500.00
Freight: No Freight Charge
TOTAL: \$75,500.00

**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 Jersey Cycles LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding June 1, 2014 (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 Jersey Cycles 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: Jersey Cycles LLC.

Signed Giuseppe Genti Title: Co-Owner

Print Name Luca Gentile Date: June 1, 2014

Subscribed and sworn before me
this 3rd day of May, 2014.
My Commission expires:

Gilbert I. Mendez
(Affiant)
Gilbert I. Mendez
Notary Public State of NJ
(Print name & title of affiant) **No. 2161440** (Corporate Seal)
Qualified in Hudson County
Comm. Expires Jan 12, 2019

**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).

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

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:

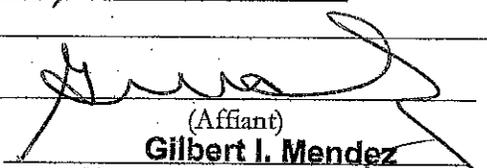
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Luca Gentile	155 Nelson Ave 5C, NJ 07307
Alejandro Salazar	155 Nelson Ave JL, NJ 07307

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: Jersey Cycles LLC
Signed: Luca Gentile Title: Co Owner
Print Name: Luca Gentile Date: June 11, 2014

Subscribed and sworn before me this 3rd day of June, 2014
My Commission expires:

(Affiant)
Gilbert I. Mendez
(Print name of Notary Public, State of N.J. Seal)
No. 2161446

Qualified in Hudson County
Comm. Expires Jan 12, 2019

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Luca Gentile

Representative's Signature: Giambuca Gentile

Name of Company: Jersey Cycles LLC

Tel. No.: 201 763-7133

Date: June 1, 2014

**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: Jersey cycles
Address: 510 Central Ave JC, NJ 07307
Telephone No.: 201-763-7133
Contact Name: Luca Gentile

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$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/contracts/1-compliance/epd/aa302.pdf>

SECTION A - COMPANY IDENTIFICATION

1. PID. NO. OR SOCIAL SECURITY _____ 2. TYPE OF BUSINESS
 1. MFG 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER _____

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY **3**

4. COMPANY NAME **Jersey Cycles LLC**

5. STREET **510 Central Ave** CITY **Jersey City** COUNTY _____ STATE **NJ** ZIP CODE **07307**

6. NAME OF PARENT OR AFFILIATED COMPANY IF NONE, SO INDICATED **NONE** CITY _____ STATE _____ ZIP CODE _____

7. CHECK ONE: IS THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ _____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT _____

10. PUBLIC AGENCY AWARDED CONTRACT _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

Official Use Only: DATE RECEIVED _____ NAILED 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 (COL. 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				
Professionals														
Technicians														
Sales Workers	1				1									
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED:
 1. Visual Survey 2. Employment Record 3. Other (Specify) _____

13. DATES OF PAYROLL PERIOD USED
 From: **5-1-2014** To: **5-14-2014**

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED
 MO: **8** DAY: **1** YEAR: **2013**

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) **luca gentile** SIGNATURE *Giuseppe Gorbis* TITLE **% Owner** DATE MO: **6** DAY: **1** YEAR: **2014**

17. ADDRESS NO. & STREET **510 Central Ave** CITY **Jersey City** COUNTY _____ STATE **NJ** ZIP CODE **07307** PHONE (AREA CODE, NO., EXTENSION) **201 763-7133**

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11

Print Form



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT: FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID, NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
		7-23-12	

3. COMPANY NAME

Jersey Cycles LLC

4. STREET

510 Central Ave Jersey City NJ 07307

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
Luca Gentile	<i>Luca Gentile</i>	% Owner	6/1/2014
7. ADDRESS NO. & STREET	CITY	COUNTY	STATE
155 Nelson Ave	Jersey City		NJ
		ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
		NJ 07307	201 600-0799

I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO: "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
		7.23.12	

3. COMPANY NAME
Jersey Cycles LLC

4. STREET CITY COUNTY STATE ZIP CODE
510 Central Ave JC, NJ 07307

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
 1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
Luca Gentile	<i>Luca Gentile</i>	% owner	6 1 14

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)
155 Wilson Ave Jersey City NJ 07307 201-600-0794

I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. 275 547 926 DATES OF PAYROLL PERIOD USED: FROM 8-1-2014 TO 5.14.2014
 NAME OF FACILITY: _____

Street 510 Central Ave Jersey City NJ 07307 City County State Zip Code

JOB	MALE					FEMALE						
	Total	Black	Hispanic	Am. Indian	Asian	Non-Min.	Total	Black	Hispanic	Am. Indian	Asian	Non-Min.
CAVAGORIES												
OFFICIALS & MANAGERS	1											
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS	1											
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS	1											
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type) _____ SIGNATURE Franklin Goodrich DATE SUBMITTED 6/2/14
 LAST BENTLEY FIRST LAST MI

510 Central Ave Jersey City NJ 07307 201-763-7135
 ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)

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

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

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

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

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

Representative's Name/Title Print: Luca Gentile / Owner
Representative's Signature: Luca Gentile
Name of Company: Jersey Cycles LLC
Tel. No.: 201 763-7133 Date: 6.2.14

**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 : Jersey cycles
Address : 510 Central Ave JC, NJ 07307
Telephone No. : 201 763 7133
Contact Name : Luca Gentile

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.

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

City Clerk File No. Res. 14.441

Agenda No. 10.Z.4

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LET IT GROW FOR THE BOYD MCGUINNESS PARK-EXPANSION/RENOVATION, PROJECT NO. 2009-023 FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION

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

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised bids for the **Boyd McGuinness Park-Expansion/Renovation, Project No. 2009-023** for the Department of Public Works/Div. of Architecture, Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Five (5) Bids**, the lowest responsible bid being that from **Let It Grow**, 52 Ackerson Street, River Edge NJ 07661, in the total bid amount of **Eight Hundred Seventy Seven Thousand, Eight Hundred (\$877,800.00) Dollars**; and

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

WHEREAS, the sum of **Eight Hundred Seventy Seven Thousand, Eight Hundred (\$877,800.00) Dollars**, are available in the 2014 temporary and permanent budget; and

WHEREAS, the funds for this purchase are available in **Parks Capital Acct #04-215-55-851-990, Parks Capital Acct #04-215-55-851-991, Hudson County Open Space Acct #02-213-40-078-314, Parks Capital Acct #04-215-55-835-991, Parks Capital Acct #04-215-55-531-990, and Parks Capital Acct #04-215-55-208-990**; and

Dept. of Public Works/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-851-990	113876	Parks Cap Acct	\$320,488.27
04-215-55-851-991	113877	Parks Cap Acct	\$236,936.65
02-213-40-078-314	113878	Hudson County Open Space Acct	\$140,000.00
04-215-55-835-991	113879	Parks Cap Acct	\$180,375.08
		Base Including Unit Prices	\$877,800.00
04-215-55-835-991	113880	Parks Cap Acct Conting.	\$111,624.92
04-215-55-531-990	113881	Parks Cap Acct Conting.	\$49,915.37
04-215-55-208-990	113882	Parks Cap Acct Conting.	\$14,019.71
		20% Contingency	\$175,560.00

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

WHEREAS, if funds are not available for the contract in the 2014 temporary and permanent budgets, the contract will be terminated.

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

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

(Continued on page 2)

City Clerk File No. Res. 14.441

Agenda No. 10.Z.4 JUN 25 2014

TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LET IT GROW FOR THE BOYD MCGUINNESS PARK-EXPANSION/RENOVATION, PROJECT NO. 2009-023 FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION

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

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

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

Dept. of Public Works/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-851-990	113876	Parks Cap Acct	\$320,488.27
04-215-55-851-991	113877	Parks Cap Acct	\$236,936.65
02-213-40-078-314	113878	Hudson County Open Space Acct	\$140,000.00
04-215-55-835-991	113879	Parks Cap Acct	<u>\$180,375.08</u>
		Base Including Unit Prices	\$877,800.00
04-215-55-835-991	113880	Parks Cap Acct Conting.	\$111,624.92
04-215-55-531-990	113881	Parks Cap Acct Conting.	\$49,915.37
04-215-55-208-990	113882	Parks Cap Acct Conting.	<u>\$14,019.71</u>
		20% Contingency	\$175,560.00

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

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING A CONTRACT TO LET IT GROW FOR THE BOYD MCGUINNESS PARK – EXPANSION / RENOVATION, PROJECT NO. 2009-023 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION.

Project Manager

Department/Division	Public Works	Architecture, Engineering and Traffic
Name/Title	Brian Weller	Director
Phone/email	201-547-5900	wellerb@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Awarding a contract for the Boyd McGuinness Park expansion / renovation, project # 2009-023.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Parks Capital and HCOS Grant for \$1,053,360.00

Base Amount = \$877,800.00
 20% contingency Amount = \$175,560.00

Type of award **Public Bid**

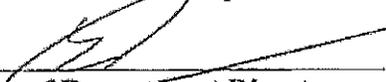
If "Other Exception", enter type

Additional Information

Five (5) bid proposals were received:

1. Let It Grow = \$877,800.00
2. Zenith Construction = \$936,500.00
3. Rich Picerno Builders = \$1,180,393.00
4. Flanagan's = \$1,246,049.00
5. A-Tech Concrete Company = \$1,295,250.00

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/13/14
Date



**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: June 13, 2014
To: Peter Folgado, Purchasing Director
From: Michael Razzoli, DPW Director
Subject: Recommendation Letter (Boyd McGuiness Park)

Please be advised, after a careful and thorough review of bids received for Boyd McGuiness Park – Expansion / renovation, I recommend that the contract be awarded to:

**LET IT GROW, INC
52 ACKERSON STREET
RIVEREDGE, NJ 07661**

Total contract Amount (\$877,800.00+\$175,560.00) = \$1,053,360.00

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **June 25th Council meeting**.

REQ #	ACCOUNT NUMBER	AMOUNT
0166562	04-215-55-851-990 (Parks Capital)	\$320,488.27
0166563	04-215-55-851-991(Parks Capital)	\$236,936.65
0166564	02-213-40-078-314(Hudson County Open Space)	\$140,000.00
0166565	04-215-55-835-991(Parks Capital)	\$180,375.08
	BASE INCLUDING UNIT PRICES	\$877,800.00
0166566	04-215-55-835-991(Parks Capital)	\$111,624.92
0166571	04-215-55-531-990(Parks Capital)	\$49,915.37
0166572	04-215-55-208-990(Parks Capital)	\$14,019.71
	20% CONTINGENCY (3 Reqs)	\$175,560.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.


Michael Razzoli

6/13/14

BID PROPOSAL

Let It grow
52 Ackerson Street
River Edge, NJ 07661
Attn: Donna O'Reilly
T: 201-478-6266 F: 201-489-0808
Email: doreilly@letitgrow.com

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ARCHITECTURE
Date May 29
Project No 2009-023

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT IN A SEALED ENVELOPE MARKED ON BOTH SIDES WITH THE PROJECT TITLE. ALSO SUBMIT SEPARATE COPY OF COMPLETED BID PROPOSAL WITH BID PACKAGE.

Proposal of LET IT GROW, INC. (hereinafter called "Bidder" organized and existing under the laws of the State of NEW JERSEY doing business as A CORPORATION)*

Gentlemen:

The Bidder, in compliance with your invitation for bids for the:

BOYD MCGUINNESS PARK - EXPANSION/RENOVATION

JERSEY CITY, NEW JERSEY

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 270 consecutive calendar days. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time," that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day of delay until the work is completed and accepted.

Bidder acknowledges receipt of the following addendum:

CLARIFICATION

Addendum No. 1

Dated: 4-30-2014

Addendum No. 2

Dated: 5-21-2014

Addendum No. _____

Dated: _____

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BID PROPOSAL
Continued

TOTAL BASE BID PRICE

Item No. 1: The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the drawings for the Lump Sum Price of:

eight hundred forty seven thousand, eight hundred dollars and no cents
(In Writing)

847,800.00
(In Figures)

UNIT PRICES:

The Specifications and Drawings represent the Base Bid, and contain specific quantities of work based on good faith estimates. If during project construction, the quantities contained in the specifications and drawings are exceeded, payment for excess quantities shall be based on the prices set forth below:

Item No. 2: Unforeseen excavation and replacement with engineered fill in accordance with Section 312000 - Earth Moving

50 C.Y. @ \$ 100.00 Per C.Y. for a Total Cost of \$ 5,000.00
(Unit Price in Figures) (Total Cost Item 2 in Figures)

one hundred dollars Per C.Y. five thousand dollars
(Write Unit Price) (Write Total Cost - Item 2)

Item No. 3: Rock removal in accordance with Section 312000 - Earth Moving. Removal shall be based on line drilling method.

50 C.Y. @ \$ 500.00 Per C.Y. for a total cost of \$ 25,000.00
(Unit Price) (Total Cost Item 3 in Figures)

five hundred dollars Per C.Y. twenty five thousand dollars
(Write Unit Price) (Write Total Cost - Item 3)

BID PROPOSAL
(Continued)
PROJECT NO. 2009-023

GRAND TOTAL BID PRICE: (Items 1 thru 3 above)

877,800.00
(In Figures)

eight hundred seventy seven thousand, eight hundred dollars
(In Writing) and no cents

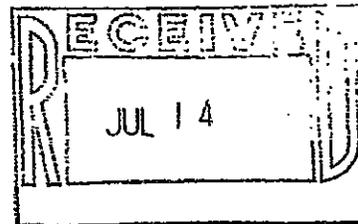
The Contract will be awarded based on the Grand Total bid price plus any alternates if awarded. However, it is understood that the Total Cost for quantities are based upon a good faith estimate of the quantity of materials needed; therefore, the actual contract price, which cannot be determined until completion of the project may be for a sum either greater than or less than the Grand Total Bid Price above in accordance with the above Unit Price(s).

The Unit Price bid shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all cost for replacement of defective materials.

The Estimate of material quantities specified is approximately only and is given solely to be used as a uniform basis for comparison of bids. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Bidder shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

07/02/03



Taxpayer Identification# 222-766-820/000

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 (Public Law 2001, c.134) requires all contractors and subcontractors with State 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, CPA
Acting Director

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

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

TAXPAYER NAME:

LET IT GROW, INCORPORATED

TAXPAYER IDENTIFICATION#:

ADDRESS:

52 ACKERSON STREET
RIVER EDGE NJ 07661

EFFECTIVE DATE:

12/04/86

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

0074717

ISSUANCE DATE:

07/02/03

Acting Director

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

Certificate Number
56512

Registration Date: 04/19/2013
Expiration Date: 04/18/2015



State of New Jersey

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

Public Works Contractor Registration Act

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

2013
Let It Grow, Inc.

Responsible Representative(s):
Paul T. Imbarrato, CEO

Harold J. Wirths

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

NON TRANSFERABLE

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



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026

KIM GUADAGNO
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

APPROVED *under the*

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

This certificate acknowledges LET IT GROW INC as a Category 6 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

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



Andrew Pantelides
Assistant Director

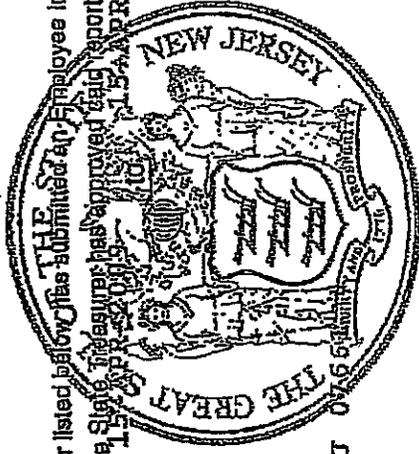
Issued: September 8, 2012
Certification Number: 60795-20

Expiration: September 7, 2015

CERTIFICATION OF EMPLOYEE INFORMATION REPORT

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 months from 15 APR - 2016

LET IT GROW, INC
52 ACKERSON AVENUE
RIVER EDGE NJ 07666



State Treasurer

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

EXHIBIT B

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): PAUL F. IMBARRATO, CEO & PRESIDENT

Representative's Signature: _____

Name of Company: LO IT GROW INC Tel. No.: 201-489-9499 Date: 5-29-2014

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

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

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

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

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

Representative's Name/Title Print: PAUL T. IMBARRATO, CEO & PRESIDENT
Representative's Signature: _____
Name of Company: LET IT GROW, INC.
Tel. No.: 201-489-9499 Date: 5-29-2014

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 : LET IT GROW, INC.
Address : 52 ANDERSON STREET, RIVER EDGE NJ 07661
Telephone No. : 201-489-9499
Contact Name: PAUL T. MBARRATO

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions:

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: Bond McGinness Park # 2009-023
 Contractor: LET IT GROW, INC. Bid Amt. \$ 877,800.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business		
		Check appropriate column		
		Minority	Woman	Neither
ELECTRIC				✓
PLUMBING				✓
GRTEWORK				✓
FENCING		✓		

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
STEELWORK	WETLANDS, INC 55 KILK RD, RIVER EDGE NJ	175,000			✓
PLUMBING	HUNEL PLUMBING 51 WOODLAND RD, RIVERWOOD NJ	2,500			✓
ELECTRIC	DARRELL ELECTRIC 212 16th St, PATERSON NJ	73,410			✓
FENCING	NATIONAL FENCE 1033 RT 1, AVENEL NJ	161,443	✓		

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

WE SOLICIT PRICING FROM ALL VENDORS

Name of Contractor LETT GROUP, INC.

By: Signature _____

Type or print name/title: PAUL T. IMBARRATO, CEO & PRESIDENT

Telephone No: 201-489-9499 Date 5-27-2014

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____



New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0074717 FOR LET IT GROW, INCORPORATED IS VALID.

VERIFIED
PC

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

City Clerk File No. Res. 14.442

Agenda No. 10.7.5

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO POLARIS SALES, INC. FOR THE PURCHASE OF RANGER DIESEL VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Public Works/Division of Automotive will utilize the Ranger Diesel Vehicles to respond and implement urban search and rescue capabilities, respond to manmade and natural disasters as well as enhance transportation capabilities relevant to support emergency sheltering efforts; 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, Polaris Sales Inc., 21 Highway 55, Medina, Minnesota 55340 is in possession of State Contract No. A84244, submitted a proposal for **Six (6) Ranger Diesel Vehicles and Accessories**; and

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

Account	P.O. #	State Contract	Total Contract
01-272-55-000-044	113841	A84244	\$126,524.58

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

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

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

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

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO POLARIS SALES, INC. FOR THE PURCHASE OF RANGER DIESEL VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 01-272-55-000-044.

Account	P.O. #	State Contract	Total Contract
01-272-55-000-044	113841	A84244	\$126,524.58

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

Date 6/12/14

PF/pv
6/12/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO POLARIS SALES, INC. FOR THE PURCHASE OF RANGER DIESEL VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Automotive Director
Phone/email	201-547-4422	ortizh@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

There exists a need for six (6) Ranger Diesel Vehicles to respond and implement urban search and rescue capabilities, respond to manmade and natural disasters as well as enhance transportation capabilities relevant to support emergency sheltering efforts.

Cost (Identify all sources and amounts)

Hurricane Sandy Account
01-272-55-000-044 for \$126,524.58

Contract term (include all proposed renewals)

One time purchase.

Type of award

If "Other Exception", enter type

Additional Information

This resolution has been drafted by the Purchasing Division.

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/12/14
Date


Signature of Purchasing Director

6/12/14
Date



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0852291 FOR POLARIS SALES INC. IS VALID.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: POLARIS SALES INC.
Trade Name:
Address: 2100 HIGHWAY 55
MEDINA, MN 55340-9770
Certificate Number: 0852291
Effective Date: February 16, 1999
Date of Issuance: June 12, 2014

For Office Use Only:
20140612114245555



NJ AC
17-12-2-3

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

G-2013
Off-Road Utility Vehicles (NJSP)
NJ STATE CONTRACT #84244

Award Summary
July 1, 2013

I. Compliance/Approval Requirements

All compliance and approval instructions may be found in NJ GSA Circular 12-07-DPP and U.S. General Services Administration ("GSA") Contract #GS-07F-0398M.

II. Purpose

- a. The primary purpose of this three-year (3yr) Statewide Cooperative GSA contract is to allow the purchase of at least one (1) Polaris Off-Road Utility Vehicle to increase urban search and rescue capabilities during emergency events.
- b. This contract is available for use by NJ Department of Treasury, Procurement Bureau Cooperative Purchasing Partners ("Agency", "Agencies"), where Agency training specifications are materially similar to and/or are based upon courses offered on GSA Contract # GS-07F-0398M as offered by the contractor.

III. Award Method

- a. The State has awarded this contract to Polaris Sales, Inc., per NJ GSA Circular 12-07-DPP and GSA Contract # GS-07F-0398M.
- b. The contract contains a total of two (2) price lines, one (1) line for a base unit (the Ranger Crew 800) and one (1) line for all accessories on the contractor's quoted GSA-approved pricelist (see attached).

IV. Directions for Use of Contract

- a. The Using Agency is instructed to review GSA Contract # GS-07F-0398M and Price Schedule with the contractor for order planning, and NJ State Contract Pricing. Multi-course discount may be applicable and is offered by the contractor pursuant to the Terms and Conditions of Vendor Contract #84244 in compliance with GSA Contract # GS-07F-0398M and NJ State Standard Terms and Conditions.
- b. The State Contract Manager shall answer questions or concerns about any aspect of the contract.



POLARIS®

SALES INC.
 Polaris Sales Inc
 2100 Hwy 55, Medina (Hamel), MN 55340
 Phone: 866-468-7783 Fax: 763-847-8288

government.sales@polarisind.com
 www.polarisdcfense.com
 www.polarisindustries.com

Contact Information:

Name: Greg Kierce
 Email: miker@jenj.org
 Phone: 201-547-5681 Ext:
 Fax:

Quote Number: QUO-18173-756H
 Revision #: 0
 Date: 5/29/2014
 Quote Expires: 3/8/2014

Bill To:

Jersey City Office of Emergency
 Management

Contract Name: New Jersey State
 Contract
 Contract #: 84244
 Expiration Date: 7/31/2016

Cage: 3FP69
 Duns#: 123399383
 Tax ID#: 41-1921490

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination US Continental (CONUS) Only	Within 60 days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R14TH90DG	6	RANGER Diesel 4x4	\$12,999.00	\$10,775.00	\$64,650.00
2851235	6	Pro-Steel Cab System w/Tip-Open Glass Windshield (Steel Doors)	\$3,999.99	\$3,425.68	\$20,554.08
2878025	6	Wiper Kit for Pro-Steel Fixed Windshield	\$249.99	\$214.10	\$1,284.60
2878461	6	Diesel Heater Kit	\$699.99	\$599.49	\$3,596.94
2877491	6	Full-Size Underdash Mount Defrost Kit (for Tip-Open Windshields)	\$199.99	\$171.28	\$1,027.68
2879388	6	Full-Size Battery Connection Cable Kit	\$29.99	\$25.68	\$154.08
2876668	6	Full-Size Warn Multi-Mount RT 40 Winch	\$949.99	\$813.59	\$4,881.54
2877040	6	Full-Size Front Receiver Hitch	\$119.99	\$102.76	\$616.56
2879105	6	Glacier Pro Mount Plate	\$149.99	\$128.45	\$770.70
2879103	6	Glacier Pro Push Frame	\$1,049.99	\$899.24	\$5,395.44
2879220	6	Glacier Pro Hydraulic Lift System (req. Power Controller)	\$499.99	\$428.20	\$2,569.20
2879224	6	Glacier Pro Hydraulic Angle System (req. Power Controller)	\$549.99	\$471.02	\$2,826.12
2879227	6	Polaris Pro Power Controller	\$39.99	\$34.25	\$205.50



POLARIS®

Polaris Sales Inc
 2100 Hwy 55, Medina (Hamel), MN 55340
 Phone: 866-468-7783 Fax: 763-847-8288

SALES INC.

government.sales@polarisind.com
 www.polarisdcfense.com
 www.polarisindustries.com

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination US Continental (CONUS) Only	Within 60 days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
2879874	6	Glacier Pro 72" Steel Blade	\$449.99	\$385.38	\$2,312.28
2879799	6	60 Gallon Boomless Utility Sprayer	\$899.99	\$770.77	\$4,624.62
2879500	6	12" LED Light Bar	\$349.99	\$299.74	\$1,798.44
2879863	6	Light Bar Wire Harness	\$49.99	\$42.81	\$256.86
Salter/Spreader	6	Hitch Mounted Salter Spreader		\$1,499.99	\$8,999.94

Comments:

SUBTOTAL	\$126,524.58
INSTALL*	\$8,100.00
FREIGHT	\$0.00
TAX	\$0.00
TOTAL	\$134,624.58

*Installation Pricing is Open Market



POLARIS®

Polaris Sales Inc **SALES INC.**
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288

government.sales@polarisind.com
www.polarisdefense.com
www.polarisindustries.com

Wire Payment:
US Bank
602 2nd Ave South
Minneapolis, MN 55402

Phone: 1-888-799-4737
ABA#: 091 000 022
Acct#: 1 702 2513 9170
Ref: New Jersey State Contract Jersey City Office of Emergency
Management
PO#: _____

Ship To Address:

Name:
Address:
Address:
Address:
City, State & ZIP:
Contact Name:
Phone:

Billing Address:

Name:
Address:
Address:
Address:
City, State & ZIP:
Contact Name:
Phone:

Credit Card Holder:

Credit Card Type: VISA / Mastercard
Card Number:
Expiration Date:

To accept this quotation, sign here and return: _____

Printed name: _____

Governor Chris Christie • Lt. Governor Kim Guadagno



State of New Jersey
Department of the Treasury

— Division of Purchase and Property

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TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

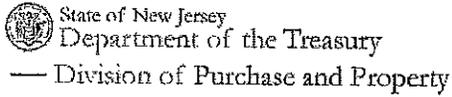
T-Number	Title	Vendor	Contract #
G2013 14-r -23202	OFF-ROAD UTILITY VEHICLES	POLARIS SALES INC	84244
			TOP



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Public Records Act

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

**G-2013
OFF-ROAD UTILITY VEHICLES**

Vendor Information
By Vendor
Email to WILLIAM DUGAN

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

[Download All Documents](#)

- [State Contract Manager](#) Adobe PDF (8 kb)
- [Award Summary](#) Adobe PDF (13 kb)
- [Price List](#) Adobe PDF (109 kb)

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

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Index #:	G-2013
Contract #:	84244
Contract Period:	FROM: 07/01/13 TO: 06/30/16
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	

	POLARIS SALES INC 2100 HIGHWAY 55 MEDINA, MN 55340-9770
For Procurement Bureau Use:	
Solicitation #:	23202
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	-
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

- A. Delivery: All prices F.O.B. Destination
- B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq, and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

WILLIAM DUGAN	PROCUREMENT SPECIALIST	609-292-8983
JACKIE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	PUB DATE:	07/01/13

VENDOR INFORMATION

Vendor Name & Address:	POLARIS SALES INC 2100 HIGHWAY 55 MEDINA, MN 55340-9770
Contact Person:	JIM BURK
Contact Phone:	866-468-5866
Order Fax:	763-847-8288
Contract#:	84244
Expiration Date:	06/30/16
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: POLARIS SALES INC			Contract Number: 84244		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 071-77-086184 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: OFF-ROAD UTILITY VEHICLES, URBAN SEARCH AND RESCUE, POLARIS RANGER CREW 800 BASE PER POLARIS SALES GSA PRICE LIST ON GSA CONTRACT # GS-07F-0398M CONTACT: JIM BURK PHONE: 866-468-7783 FAX: 763-847-8288 DELIVERY: 60 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 071-77-086185 [AUTOMOBILES, SCHOOL BUSES, SUVS, AND...] ITEM DESCRIPTION: ADDITIONAL GSA-APPROVED ACCESSORIES/ OPTIONS FOR OFF-ROAD UTILITY VEHICLES PER POLARIS SALES GSA SCHEDULE GSA CONTRACT # GS-07F-0398M CONTACT: JIM BURK PHONE: 866-468-7783 FAX: 763-847-8288 DELIVERY: 60 DAYS ARO	1.000	EA	NET	N/A



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

City Clerk File No. Res. 14.443

Agenda No. 10.Z.6

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ELIZABETH TRUCK CENTER INC FOR FURNISHING AND DELIVERING ONE (1) 2014 DODGE 5500 4X4 ROLL BACK WITH CHEVRON 10-19 ALUMINUM BODY STANDARD AND LISTED OPTIONS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Furnishing and Delivering One (1) 2014 Dodge 5500 4X4 Roll Back with Chevron 10-19 Aluminum Body Standard and Listed Options** for the **Department of Public Works/Division of Automotive** pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Two (2) Bids**, the lowest bidder being Hoskin Ford which did not meet the bid specifications, therefore the bid should be awarded to the next lowest responsible bidder, that from **Elizabeth Truck Center, Inc., 878 North Avenue, Elizabeth NJ 07201**, in the total bid amount of **Eighty Two Thousand, Seven Hundred Twenty Five (\$82,725.00) Dollars**; and

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

WHEREAS, the funds for this purchase are available in **Automotive Capital Account #04-215-55-847-991**

Department of Public Works/Division of Automotive

Acct #	P.O #	Amount
04-215-55-847-991	113843	Total Encumbrance \$82,725.00

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

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

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

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ELIZABETH TRUCK CENTER INC FOR FURNISHING AND DELIVERING ONE (1) 2014 DODGE 5500 4X4 ROLL BACK WITH CHEVRON 10-19 ALUMINUM BODY STANDARD AND LISTED OPTIONS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

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

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

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

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

Department of Public Works/Division of Automotive

Acct #	P.O #	Amount
04-215-55-847-991	113843	Total Encumbrance \$82,725.00

APPROVED Peter Folgado 6/12/14
Peter Folgado, Purchasing Director, QPA, RPPO

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ELIZABETH TRUCK CENTER, INC. TO DELIVER ONE (1) 2014 DODGE 5500 4X4 ROLL BACK FOR THE DEPARTMENT OF PUBLIC WORKS/AUTOMOTIVE MAINTENANCE.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Automotive Director
Phone/email	201-547-4422	ortizh@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

There exists a need for a 2014 Dodge 5500 4X4 roll back with Chevron 10-19 Aluminum Body Standard.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Automotive Capital Account
04-215-55-847-991 for \$82,725.00

One time purchase.

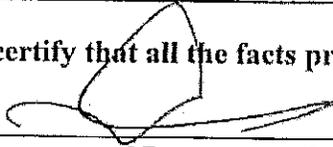
Type of award

If "Other Exception", enter type

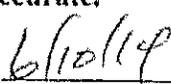
Additional Information

This resolution has been drafted by the Purchasing Division.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

Signature of Purchasing Director

Date

Elizabeth Truck Center Inc
 878 North Ave : CELL# 201.394.0178
 Elizabeth, NJ 07201

Contact: Jim Powers
 Telephone: 908.355.8800 EXT-24
 Fax: 908.355.8803

April 24, 2014

Customer

City of Jersey City
 575 Route 440
 Jersey City, NJ 07305

Contact: Mike Razzoli / Hector Ortiz
 Telephone:
 Fax:

Truck

2014 DODGE 5500 4WD : BLACK

GVWR: 19,500

Engine: DIESEL

Transmission: AUTO

PTO:

C/A - C/T: 120

Modify To: Length

Source: FLEET DODGE

VIN:

SPEC: D5420A 4WD

Bed

Chevron Series 10 - 19' Aluminum with Wheel Lift

Extruded ribbed floor, 2 front/ 4 rear chain locks, 8,000 lb. winch, 50' cable, dual controls, 18 GPM direct mount pump, roller guide, tensioner, winch free wheel extension, LED lights - 10,000 lb. deck load rating.

Regular

Miller Industries, Inc.

Part Number	(Quantity) + Accessory
144002123	(1) -- Transfer Flow Fuel Tank (34 Gal.) (1) -- Frame mount narrow base (6") perimeter tube pylon (1) -- Removable open rail steel sides (1) -- 8 chain lock package (1) -- Wireless Solenoid remote control 1 Function for Winch
129003005	(1) -- Hot Shift PTO
174040010	(2) -- Two Hella 70mm work lights
174001984	(1) -- Whelen LED Liberty Light Bar w Red & Blue Lens (1) -- Magnetic tow lights (4) -- Long J hook chain - each (1) -- Front V chain (1) -- Trailer hitch - STD. crossbar - N/a with towbar
174016022	(2) -- 48" steel tool box w/ stainless door

Bed Subtotal: \$38,499.00

Truck Subtotal: \$44,226.00

This quote is valid for 30 days after April 24, 2014.

Subtotal: \$82,725.00

Company _____

State Tax: \$0.00

Customer _____

FET: \$0.00

Total: \$82,725.00



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201.547.4402 | F: 201.547.4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: June 10, 2014
To: Peter Folgado, Purchasing Director
From: Michael Razzoli , DPW Director
Subject: Recommendation Letter (Dodge 5500 4 X 4 Roll Back)

Please be advised, after a careful and thorough review of bids received for (2014 Dodge 5500 4X4 Roll Back), I recommend that the contract be awarded to:

**ELIZABETH TRUCK CENTER, INC.
878 NORTH AVENUE
ELIZABETH, NJ 07201**

Please proceed and utilize the following requisition listed below. Kindly draft the awarding resolution for the June 25th Council meeting.

Total Contract amount = \$82,725.00

REQ #	ACCOUNT NUMBER	AMOUNT
0165675	04-215-55-847-991 (Automotive Capital)	\$82,725.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.



Michael Razzoli

- C: Raquel Tosado, Contracts Manager
James Madden, DPW Deputy Director
Hector Ortiz, Automotive Director
Bhavini Doshi, Confidential Aide, DPW Director's Office
Tracy Stevens, Asst. Supvr. of Accounts, Automotive Division
Zakia Gregory, DPW Fiscal Office
Paola Campbell, Purchasing Division
Yesenia Rivera, DPW Director's Office



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: June 10, 2014

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: Hector Ortiz, Automotive Maintenance Director 

Subject: Contract Award (2014 Dodge 5500 4x4 Roll Back Tow Truck)

There exists a need for a 2014 Dodge 5500 4x4 Roll Back Tow Truck with Chevron 10-19 Aluminum Body Standard for the City of Jersey City to perform heavy duty towing on City owned vehicles.

The funds are available for this expenditure in Automotive Capital Account No. 04-215-55-847-991.

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

Thank you for your cooperation.



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

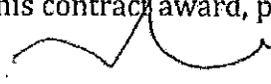
Date: June 13, 2014
To: Peter Folgado, Purchasing Director
From: Hector Ortiz, DPW Deputy Director of Operations
Subject: Tow Trucks Award

After careful review of the bids submitted by Hoskins Ford & Elizabeth Truck Center for the three (3) tow trucks, Hoskins Ford which was the lowest bidder failed to submit or cannot provide the following:

- **The vendor did not use the Exception Sheet provided for any approved equals.**
- **Hoskins Ford is bidding Ford F550, the specification is for Dodge products.**
- **Hoskins delivery is approximately 90-120 day. The bid specifications clearly states 30 days delivery from date of purchase.**
- **On the exception sheet Hoskins failed to put in delivery exception. Hoskins crossed out the 30 days and inserted 90-120 days.**

I have check the distance from Jersey City to Coatesville, PA, and it's about 121.65 miles, this exception should have been noted. DPW specified a reasonable distance from the city, this is clearly not reasonable.

My recommendation is to reject Hoskins Ford for the above reasons and award the contracts to the second lowest bidder, Elizabeth Truck Center. Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4423.


Hector Ortiz

C: Michael Razzoli, DPW Director
Raquel Tosado, Contracts Manager
Paola Campbell, Purchasing Division
Yesenia Rivera, DPW Director's Office

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

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, N.J. 08646-0282

TAXPAYER NAME:
ELIZABETH TRUCK CENTER INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#

0087129

ADDRESS
878-B NORTH AVE
ELIZABETH NJ 07201

ISSUANCE DATE:

09/13/01

EFFECTIVE DATE:

08/24/98

Patricia A. Chiacchis
Director, Division of Revenue

FORM-BRC(08-01)

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ELIZABETH TRUCK CENTER INC.

Trade Name:

Address: 878-B NORTH AVE
ELIZABETH, NJ 07201-2104

Certificate Number: 0087129

Effective Date: January 28, 1999

Date of Issuance: June 13, 2014

For Office Use Only:

20140613101435332



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

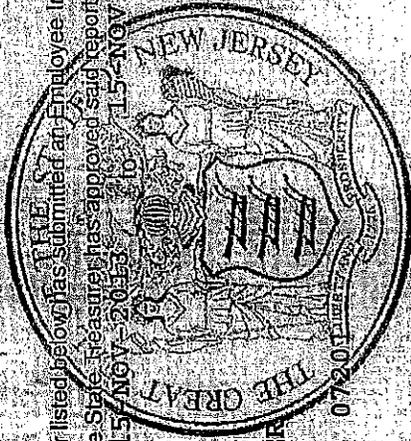
CERTIFICATE NUMBER 0087129 FOR ELIZABETH TRUCK CENTER INC. IS VALID.

VERIFIED
PC

Certification 27652

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 NOV - 2013 to 15 NOV - 2020



ELIZABETH TRUCK CENTER
878 NORTH AVENUE
ELIZABETH NJ 07201

Handwritten signature of Andrew P. Sidamon-Eristoff.

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N J 08646

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to: N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

ELIZABETH TRUCK CENTER, INC.
878-B NORTH AVE
ELIZABETH NJ 07201

Tax Registration No.:

Tax Effective Date: 01-15-99

Document Locator No.: B000786292

Date Issued: 01-29-99

Robert F. Thompson

Acting Director, Division of Taxation

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Bruce Malcolm CFO
Representative's Signature: Bruce Malcolm
Name of Company: Elizabeth Truck Center Inc
Tel. No.: 908-355-8800 Date: 4-28-14

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

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or 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: Bruce Malalan CFO
Representative's Signature: Bruce Malalan
Name of Company: Elizabeth Truck Center Inc Date: 4-28-14
Tel. No.: 908-555-8800

**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 : Elizabeth Truck Center Inc
Address : 878 North Ave, Elizabeth NJ 07201
Telephone No. : 908-355-8800
Contact Name : Bruce Malcolm

Please check applicable category :

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input checked="" type="checkbox"/> Neither |

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

City Clerk File No. Res. 14.444

Agenda No. 10.Z.7

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ELIZABETH TRUCK CENTER INC FOR FURNISHING AND DELIVERING TWO (2) DODGE 5500 4X4 WITH VULCAN 810 TILT SELF LEVELING COMPOSITE BODY STANDARD AND LISTED OPTIONS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Furnishing and Delivering Two (2) Dodge 5500 4X4 Vulcan 810 Tilt Self Leveling Composite Body Standard and Listed Options for the Department of Public Works/Division of Automotive** pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Two (2) Bids**, the lowest bidder being Hoskin Ford which did not meet the bid specifications, therefore the bid should be awarded to the next lowest responsible bidder, that from **Elizabeth Truck Center, Inc., 878 North Avenue, Elizabeth NJ 07201**, in the total bid amount of **One Hundred Sixty Thousand, Six Hundred (\$160,600.00) Dollars**; and

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

WHEREAS, the funds for this purchase are available in **Automotive Capital Account #04-215-55-917-990**

Department of Public Works/Division of Automotive

Acct #	P.O #	Amount
04-215-55-917-990	113844	Total Encumbrance \$160,600.00

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

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

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

(Continued on Page 2)

City Clerk File No. Res. 14.444
Agenda No. 10.Z.7 JUN 25 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ELIZABETH TRUCK CENTER INC FOR FURNISHING AND DELIVERING TWO (2) DODGE 5500 4X4 WITH VULCAN 810 TILT SELF LEVELING COMPOSITE BODY STANDARD AND LISTED OPTIONS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE

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

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

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

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

Department of Public Works/Division of Automotive

Acct #	P.O #	Amount
04-215-55-917-990	113844	Total Encumbrance \$160,600.00

APPROVED 6/12/14
Peter Folgado, Purchasing Director, QPA, RPPO

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ELIZABETH TRUCK CENTER, INC. TO DELIVER TWO (2) 2014 DODGE 5500 4X4 WITH VULCAN 810 TILT SELF LEVELING COMPOSITE BODY STANDARD FOR THE DEPARTMENT OF PUBLIC WORKS/AUTOMOTIVE MAINTENANCE.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Automotive Director
Phone/email	201-547-4422	ortizh@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

There exists a need for two (2) 2014 Dodge 5500 4X4 with Vulcan 810 Tilt self leveling composite body standard.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Automotive Capital Account
04-215-55-917-990 for \$160,600.00

One time purchase.

Type of award

If "Other Exception", enter type

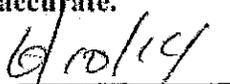
Additional Information

This resolution has been drafted by the Purchasing Division.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

Signature of Purchasing Director

Date

Elizabeth Truck Center Inc
 878 North Ave : CELL# 201.394.0178
 Elizabeth, NJ 07201

Contact: Jim Powers
 Telephone: 908.355.8800 EXT-24
 Fax: 908.355.8803

April 24, 2014

Customer

City of Jersey City
 575 Route 440
 Jersey City, NJ 07305

Contact: Mike Razzoli / Hector Ortiz
 Telephone:
 Fax:

Truck

2014 DODGE 4500 4WD : BLACK

GVWR: 16,000

Engine: DIESEL

Transmission: AUTO

PTO:

C/A - C/T: 60"

Modify To: Length

Source: FLEET DODGE

VIN:

SPEC: D4460A 4WD

Bed

Vulcan 810 Power Tilt/Self Leveling Composite Body single winch (4 Ton)
 In Cab Controls, Safety Chains in Rear Pocket, Lighted DualTool Compartments,
 Mud Flaps, Manual Winch Free Spool, Adjustable Modular Body

Regular

Miller Industries, Inc.

Part Number	(Quantity) + Accessory
129003007	(1) -- Deweeze Clutch Pump & Bracket Kit (Does Not Include Ford Gas Engine)
174001984	(1) -- Whelen Liberty LED Light Bar w Red & Blue Lens
CR51	(1) -- Magnetic Tow Lights w/30' Cable
124002725	(1) -- Halogen Hook Up Lights (pair)
124002677	(1) -- Aluminum Tube Pylon 33"
124002737	(1) -- New Style Trailer - Ball Adapter 804 & Auto Load
124004445	(1) -- Shelf Kit for Vulcan Composite Body
174025001	(4) -- 10' Chain with 15" J Hook Assembly
	(1) -- Driver & Passanger Outside Controls

Bed Subtotal: \$74,758.00

Truck Subtotal: \$85,842.00

This quote is valid for 30 days after April 24, 2014.

Subtotal: \$160,600.00

State Tax: \$0.00

Company _____

FET: \$0.00

Customer _____

Total: \$160,600.00



**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: June 10, 2014
To: Peter Folgado, Purchasing Director
From: Michael Razzoli , DPW Director
Subject: Recommendation Letter (Two(2) 2014 Dodge 5500)

Please be advised, after a careful and thorough review of bids received for (two (2) 2014 Dodge 5500 with Vulcan 810 tilt), I recommend that the contract be awarded to:

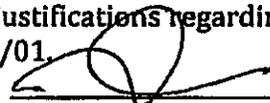
**ELIZABETH TRUCK CENTER, INC.
878 NORTH AVENUE
ELIZABETH, NJ 07201**

Please proceed and utilize the following requisition listed below. Kindly draft the awarding resolution for the June 25th Council meeting.

Total Contract amount = \$160,600.00

REQ #	ACCOUNT NUMBER	AMOUNT
0165676	04-215-55-917-990 (Automotive Capital)	\$160,600.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.



 Michael Razzoli

- C:
- Raquel Tosado, Contracts Manager
 - James Madden, DPW Deputy Director
 - Hector Ortiz, Automotive Director
 - Bhavini Doshi, Confidential Aide, DPW Director's Office
 - Tracy Stevens, Asst. Supvr. of Accounts, Automotive Division
 - Zakia Gregory, DPW Fiscal Office
 - Paola Campbell, Purchasing Division
 - Yesenia Rivera, DPW Director's Office



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: June 10, 2014

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: Hector Ortiz, Automotive Maintenance Director 

Subject : Contract Award (2014 Dodge 5500 4x4 WITH Vulcan 810 Tilt)

There exists a need for a two(2) 2014 Dodge 5500 4x4 with Vulcan 810 Tilt self leveling composite body standard for the City of Jersey City to perform various tows on City owned vehicles.

The funds are available for this expenditure in Automotive Capital Account No. 04-215-55-917-990.

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

Thank you for your cooperation.



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

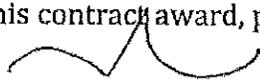
Date: June 13, 2014
To: Peter Folgado, Purchasing Director
From: Hector Ortiz, DPW Deputy Director of Operations
Subject: Tow Trucks Award

After careful review of the bids submitted by Hoskins Ford & Elizabeth Truck Center for the three (3) tow trucks, Hoskins Ford which was the lowest bidder failed to submit or cannot provide the following:

- The vendor did not use the Exception Sheet provided for any approved equals.
- Hoskins Ford is bidding Ford F550, the specification is for Dodge products.
- Hoskins delivery is approximately 90-120 day. The bid specifications clearly states 30 days delivery from date of purchase.
- On the exception sheet Hoskins failed to put in delivery exception. Hoskins crossed out the 30 days and inserted 90-120 days.

I have check the distance from Jersey City to Coatesville, PA, and it's about 121.65 miles, this exception should have been noted. DPW specified a reasonable distance from the city, this is clearly not reasonable.

My recommendation is to reject Hoskins Ford for the above reasons and award the contracts to the second lowest bidder, Elizabeth Truck Center. Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4423.


Hector Ortiz

C: Michael Razzoli, DPW Director
Raquel Tosado, Contracts Manager
Paola Campbell, Purchasing Division
Yesenia Rivera, DPW Director's Office

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

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:
ELIZABETH TRUCK CENTER INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#

0087129

ADDRESS
878-B NORTH AVE
ELIZABETH NJ 07201

ISSUANCE DATE:

09/13/01

EFFECTIVE DATE:
08/24/98

Patricia A. Chacchis

Director, Division of Revenue

FORM-BRC(08-01)

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ELIZABETH TRUCK CENTER INC.

Trade Name:

Address: 878-B NORTH AVE
ELIZABETH, NJ 07201-2104

Certificate Number: 0087129

Effective Date: January 28, 1999

Date of Issuance: June 13, 2014

For Office Use Only:

20140613101435332



New Jersey Division of Revenue

Revenue | **NJBGS**

On-Line Business Registration Certificate Service

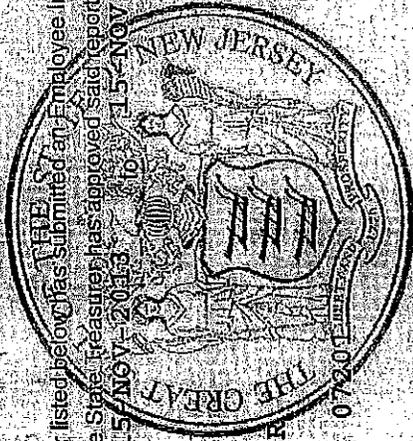
CERTIFICATE NUMBER 0087129 FOR ELIZABETH TRUCK CENTER INC. IS VALID.

VERIFIED
PG

Certification 27652

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 NOV 2013 to 15 NOV 2020



ELIZABETH TRUCK CENTER
878 NORTH AVENUE
ELIZABETH
NJ 07208

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

Andrew P. Sidamon-Einstoff
State Treasurer

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N J 08646

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to: **N.J.S.A. 54:32B-1 ET SEQ.**

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Robert F. Thompson
Acting Director, Division of Taxation

**ELIZABETH TRUCK CENTER, INC.
878-B NORTH AVE
ELIZABETH NJ 07201**

Tax Registration No.:
Tax Effective Date: **01-15-99**
Document Locator No.: **B0000786292**
Date Issued: **01-29-99**

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Bruce Malcolm CFO

Representative's Signature: Bruce Malcolm

Name of Company: ELIZABETH TRUCK CENTER INC.

Tel. No.: 908-355-8800

Date: 4/28/14

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

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

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

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

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

Representative's Name/Title Print: Bruce Malloy CFO
Representative's Signature: Bruce Malloy
Name of Company: ELIZABETH TRUCK CENTER INC
Tel. No.: 908-355-8800 Date: 4/28/14

**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 : ELIZABETH TRUCK CENTER INC
Address : 878 NORTH AVENUE ELIZABETH NJ 07201
Telephone No. : 908-355-8800
Contact Name : BRUCE MALCOLM

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.

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

City Clerk File No. Res. 14.445

Agenda No. 10.Z.8

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC. FOR THE SUPPLY AND DELIVERY OF PLUMBING SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on June 3, 2014 for the Supply and Delivery of Plumbing Supplies for the Department of Public Works/Division of Buildings and Street Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for the One Hundred Items (100) as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the sum of **Fifty Seven Thousand, Three Hundred Eighteen (\$57,318.20) Dollars and Twenty cents**, will be budgeted for the 2014, 2015, 2016 and 2017 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Duncan Hardware Inc., to be fair and reasonable; and

WHEREAS, the sum of Ten Thousand \$10,000.00 is available in Buildings and Street Operating Account No. 01-201-26-291-211; and

WHEREAS, the balance of the contract funds 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 Mayor or Business Administrator is authorized to execute an agreement with Duncan Hardware Inc., for the Supply and Delivery of Plumbing Supplies for the Department of Public Works/Division of Building and Street Maintenance;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for One Hundred (100) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with 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

(continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT
DUNCAN HARDWARE INC. FOR THE SUPPLY AND DELIVERY OF PLUMBING
SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS
AND STREET MAINTENANCE**

6. 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.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Public Works/Division of Building & Street Maintenance

Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-291-211	113046		\$10,000.00
TOTAL CONTRACT			\$57,318.20

Approved by Peter Folgado, Director of Purchasing

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING AN OPEN END CONTRACT TO DUNCAN HARDWARE INC. FOR THE SUPPLY AND DELIVERY OF PLUMBING SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET.

Project Manager

Department/Division	Public Works	Buildings and Street
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

There exists a need for plumbing supplies.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Buildings and Street Operating Account:
01-201-26-291-211 for \$57,318.20

Option to renew for up to two (2) additional one (1) year terms.

Type of award

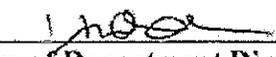
If "Other Exception", enter type

Additional Information

The awarding resolution will be drafted by the Division of Purchasing. This is a public bid and one (1) bidder submitted a proposal.

DUNCAN HARDWARE = \$57,318.20

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

BID PROPOSAL/DOCUMENTS

**PLUMBING SPECIFICATIONS
DPW/DIVISION OF BUILDINGS & STREET 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.

*****Vendor must bid on the maximum number in column B*****

<u>A</u> ITEM	<u>B</u> QUANTITY MINIMUM & MAXIMUM	<u>C</u> DESCRIPTION	<u>D</u> UNIT AMOUNT	EXTENDED AMOUNT (D X B)
1	0 - 200 lgths.	1/2" X 10 Type M L/G	10.40	2080.00
2	0 - 200 lgths.	3/4" X 10 Type M L/G	16.40	3280.00
3	0 - 1,000 ea.	1/2" WROT CXC 90 Ells	.29	290.00
4	0 - 1,000 ea.	3/4" WROT CXC 90 Ells	.66	660.00
5	0 - 400 ea.	1/2" CXC W/Stop Couplings	.23	92.00
6	0 - 400 ea.	3/4" CXC W/Stop Couplings	.40	160.00
7	0 - 600 ea.	1/2" WROT CXCXC Tees	.50	300.00
8	0 - 600 ea.	3/4" WROT CXCXC Tees	1.16	696.00
9	0 - 500 ea.	1/2" WROT CXC 45 Ells	.54	270.00
10	0 - 500 ea.	1/2" WROT CXFTG 90 ST Ells	.32	160.00
11	0 - 500 ea.	1/2" WROT CXFTG 45 ST Ells	.77	385.00
12	0 - 500 ea.	3/4" WROT CXC 45 Ells	.90	450.00
13	0 - 500 ea.	3/4" WROT CXFTG 45 ST Ells	1.08	540.00
14	0 - 500 ea.	3/4" WROT CXFTG 90 ST Ells	1.16	580.00
15	0 - 200 ea.	1/2" Nib Soldr CXC Full Port Ball Valve	4.10	820.00
16	0 - 200 ea.	3/4" Nib Soldr CXC Full Port Ball Valve	6.10	1220.00
17	0 - 200 ea.	3/4" Nib TFP600, Thread IPS Full Ports	6.10	1220.00

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u> (D X B)
18	0 - 50 ea.	Waterpure Solder/Lead Free	16.60	830.00
19	0 - 100 ea.	Oatey 40/60 Spool Solder, 1 Pound	12.80	1280.00
20	0 - 25 ea.	EC10, Walrich Emery Sandcloth, 10 yds	2.90	72.50
21	0 - 48 ea.	1/2" Copper Cleaning Brushes	1.30	62.40
22	0 - 48 ea.	3/4" Copper Cleaning Brushes	1.30	62.40
23	0 - 16 ea.	1 Pound cans of Oat #5 Flux	5.80	92.80
24	0 - 1,000 ea.	500 1/2" Copper Straps, 2 Hole 500 1/2	.10	100.00
25	0 - 1,000 ea.	500 3/4" Copper Straps, 2 Hole 500 3/4	.14	140.00
26	0 - 100 ea.	1/2" Nibco Gas Ball Valves	3.45	345.00
27	0 - 100 ea.	3/4" Nibco Gas Ball Valves	4.60	460.00
28	0 - 20 ea.	SC-55-72, K-12 Brsrdft Flex GC 12MX38F End Connectors	16.10	322.00
29	0 - 20 ea.	SC-55-60, K-12 Brsrdft Flex GC 12MX38F End Connectors	13.10	262.00
30	0 - 100 ea.	5/8ODX3/80D CP Angle Valves	2.80	280.00
31	0 - 40 ea.	5/8ODX3/80D CP STR Valves	3.20	128.00
32	0 - 100 ea.	3/8 X 20, RB Lav Tubes	3.10	310.00
33	0 - 100 ea.	3/8 X 12 CP Tank Tubes	2.10	210.00
34	0 - 200 ea.	B1T12 Fluidmaster Toilet Connectors	1.60	320.00
35	0 - 200 ea.	B1T12 Fluidmaster Lav Connectors	1.60	320.00
36	0 - 200 ea.	B1T20 Fluidmaster Lav Connectors	1.90	380.00
37	0 - 400 ea.	5/8 OD CP Esc., 1/2" Copper	.23	92.00
38	0 - 100 ea.	400FBC Fluidmaster SS Blocks	6.60	660.00
39	0 - 100 ea.	Walrich Korky Flapper Balls	2.80	280.00

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u> (D X B)
40	0 - 100 ea.	T01-001, Walrich Tank Levers	1.20	120.00
41	0 - 200 ea.	HERC Johnni Rings, w/horns, 90-200	1.40	280.00
42	0 - 200 ea.	HERC Johnni Bolts, 90/124	.63	126.00
43	0 - 36 ea.	111 Sloan Low Cons, 1.6 Gal Exp Cpv	112.00	4032.00
44	0 - 24 ea.	Sloan, 1 Gallon Urinal Flushometers w/Sweat Kits	112.00	2688.00
45	0 - 24 ea.	Sloan Water Closet, 3.5 GPF Flushometers	112.00	2688.00
46	0 - 36 ea.	Colony Afton Bowls, 1.6 GPF, White	59.00	2124.00
47	0 - 36 ea.	Colony Tanks w/couplings Comp & Trim	42.00	1512.00
48	0 - 16 ea.	El Madera Aquameter Bowls, White	82.88	1326.08
49	0 - 16 ea.	Afwall Aquameters w/top SPU, White	84.00	1344.00
50	0 - 12 ea.	Washbrook Urinals, top Spud, White	156.80	1881.60
51	0 - 40 ea.	Church 255 Elongated Seats, White	12.88	515.20
52	0 - 40 ea.	Church 540 R/F Wooden Seats, Cover White	8.40	336.00
53	0 - 24 ea.	Colony C/C Faucet Lever Handles, w/Metal PU CP	32.00	768.00
54	0 - 24 ea.	Chrdu Colony Kits, w/spray Ada Hdl	41.00	984.00
55	0 - 48 ea.	Quick Fit Duo Strainers	7.90	379.20
56	0 - 48 ea.	1 1/2" X 1/2" X 1/2" RB Dishwasher Tailpieces	5.20	249.60
57	0 - 48 ea.	1/2" X 1/2" RB Flange Tailpieces, 22 R177	3.10	148.80
58	0 - 12 ea.	State 6 year, 50 Gallon, 40,000 B.T.U. Tall Res Gas Water Heaters	360.00	4320.00

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u> (D X B)
59	0 - 4 ea.	State 6 year, 75 Gallon, 75,100 B.T.U. Short Res Gas Water Heaters	153 624.00	153 2,496.00
60	0 - 24 ea.	1/2" CL-6 Black Steel Nipple Packed Set	5.80	139.20
61	0 - 24 ea.	3/4" CL-6 Black Steel Nipple Packed Set	7.70	184.80
62	0 - 100 ea.	1/2" BM, "I" 90 Ells	.56	56.00
63	0 - 70 ea.	3/4" BM, "I" 90 Ells	.77	53.90
64	0 - 12 ea.	HERC 1-PT, Pro Dope, 15-427	5.90	70.80
65	0 - 12 ea.	HERC Block, 1 quart, 15-716	10.90	130.80
66	0 - 200 ea.	Rolls of 1/2" X 520 Teflon Tape	.38	76.00
67	0 - 24 ea.	32 Ounce Cans of Oat P.V.C. Cement Cleaner	8.50	204.00
68	0 - 24 ea.	32 Ounce Cans of Oat Purple Primer	8.80	211.20
69	0 - 40 lgths.	1 1/2" X 10 SCH 40 DWV P.V.C. Pipe	5.44	217.60
70	0 - 40 lgths.	2" X 10 SCH 40 DWV P.V.C. Pipe	7.20	288.00
71	0 - 40 lgths.	3" X 10 SCH 40 DWV P.V.C. Pipe	14.65	586.00
72	0 - 40 lgths.	4" X 10 SCH 40 DWV P.V.C. Pipe	20.70	828.00
73	0 - 24 ea.	1 1/2" P.V.C. DWV 90 Ells, Hub X Hub	.50	12.00
74	0 - 24 ea.	2" P.V.C. DWV 90 Ells, Hub X Hub	.84	20.16
75	0 - 24 ea.	3" P.V.C. DWV 90 Ells, Hub X Hub	2.05	49.20
76	0 - 24 ea.	4" P.V.C. DWV 90 Ells, Hub X Hub	4.40	105.60
77	0 - 24 ea.	1 1/2" P.V.C. DWV 90 Street Ells, Spg X Hub	.88	21.12
78	0 - 24 ea.	2" P.V.C. DWV 90 Street Ells, Spg X Hub	1.22	29.28
79	0 - 24 ea.	3" P.V.C. DWV 90 Street Ells, Spg X Hub	2.52	60.48

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u> <u>(D X B)</u>
80	0 - 24 ea.	4" P.V.C. DWV 90 Street Ells, Spg X Hub	6.40	153.60
81	0 - 24 ea.	1 1/2" P.V.C. DWV 45 Ells, Hub X Hub	.67	16.08
82	0 - 24 ea.	2" P.V.C. DWV 45 Ells, Hub X Hub	.99	23.76
83	0 - 24 ea.	3" P.V.C. DWV 45 Ells, Hub X Hub	1.97	47.28
84	0 - 24 ea.	4" P.V.C. DWV 45 Ells, Hub X Hub	3.80	91.20
85	0 - 24 ea.	1 1/2" P.V.C. DWV 45 Street Ells, Spg X Hub	.62	14.88
86	0 - 24 ea.	2" P.V.C. DWV 45 Street Ells, Spg X Hub	.93	22.32
87	0 - 24 ea.	3" P.V.C. DWV 45 Street Ells, Spg X Hub	1.79	42.96
88	0 - 24 ea.	4" P.V.C. DWV 45 Street Ells, Spg X Hub	3.69	88.56
89	0 - 24 ea.	1 1/2" P.V.C. DWV Sanitary Tee, Hub X Hub	.80	19.20
90	0 - 24 ea.	2" P.V.C. DWV Sanitary Tee, Hub X Hub	1.30	31.20
91	0 - 24 ea.	3" P.V.C. DWV Sanitary Tee, Hub X Hub	3.90	93.60
92	0 - 24 ea.	4" P.V.C. DWV Sanitary Tee, Hub X Hub	5.76	138.24
93	0 - 24 ea.	1 1/2" P.V.C. DWV 45 Wye, Hub X Hub X Hub	.96	23.04
94	0 - 24 ea.	2" P.V.C. DWV 45 Wye, Hub X Hub X Hub	1.80	43.20
95	0 - 24 ea.	3" P.V.C. DWV 45 Wye, Hub X Hub X Hub	4.56	109.44
96	0 - 24 ea.	4" P.V.C. DWV 45 Wye, Hub X Hub X Hub	7.43	178.32

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u> (D X B)
97	0 - 13 ea.	Fiat FL1 Single Laundry Trb, w/legs	26. ⁰⁰	338. ⁰⁰
98	0 - 13 ea.	Laundry Faucet-6, Spt Hose Connectors	27. ⁰⁰	351. ⁰⁰
99	0 - 100 ea.	1 1/4" X 12, CP Tube TBE, 17 GA	4.40	440. ⁰⁰
100	0 - 200 ea.	1 1/2" P.V.C. TUB P Traps, (Bagged)	.90	180. ⁰⁰
101	0 - 60 ea.	1/2" NIB Boiler Drains, MXH 74 "IMP"	2.75	165. ⁰⁰
102	0 - 60 ea.	3/4" NIB Boiler Drains, MXH 74 "IMP"	2.80	168. ⁰⁰
103	0 - 36 ea.	Webstone, 3/4" Radiator Angle Valves, 11533	7.62	274. ³²
104	0 - 36 ea.	Webstone, 1" Radiator Angle Valves, 11534	10.40	374. ⁴⁰
105	0 - 36 ea.	Webstone, 1 1/4" Radiator Angle Valves, 11535	15.48	557. ²⁸
106	0 - 36 ea.	Webstone, 1 1/2" STM Radiator Valves, 11536	18.85	678. ⁶⁰
107	0 - 200 ea.	1/2" CXM Adaptors	.62	124. ⁰⁰
108	0 - 100 ea.	1/2" CXF Adaptors	1.04	104. ⁰⁰
109	0 - 100 ea.	1/2" Cast CXF, 90 Drop Ears L	4.40	440. ⁰⁰
110	0 - 20 ea.	Lenox 818R Bi-Metal Blades	2.20	44. ⁰⁰
111	0 - 20 ea.	Lenox 810R Bi-Metal Blades	3.40	68. ⁰⁰

NOTE:

This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item are 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.

BID PROPOSAL / DOCUMENTS

GRAND TOTAL PRICE – ITEMS 1 THROUGH 111

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 111. The Supplier shall be paid on minimum and maximum quantities used; however, it shall not exceed the maximum quantity without prior issuance of a change order.

INCLUSIVE

FIFTY SEVEN THOUSAND THREE HUNDRED EIGHTEEN ← TWENTY CENTS

(In Writing)

\$ 57,318.20

(In Figures)

The contract will be awarded based upon the grand total price for items 1 through 111. If the Grand Total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.



**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: June 10, 2014
To: Peter Folgado, Purchasing Director
From: Michael Razzoli, DPW Director
Subject: Recommendation Letter (Plumbing Supplies)

Please be advised, after a careful and thorough review of bids received for (Plumbing Supplies) on June 3, 2014, I recommend that the contract be awarded to:

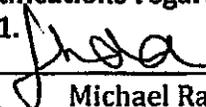
**DUNCAN HARDWARE INC.
776 WEST SIDE AVENUE
JERSEY CITY, NJ 07306**

Please proceed and utilize the following requisition listed below. Kindly draft the awarding resolution for the June 25th Council meeting.

Total Contract amount = \$57,318.20

REQ #	ACCOUNT NUMBER	TEMP. AMOUNT
0166012	01-201-26-291-211 (Buildings and Street Operating)	\$10,000.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.


Michael Razzoli

- C: Raquel Tosado, Contracts Manager
James Madden, DPW Deputy Director
John McGrath, Director, Buildings and Street
Bhavini Doshi, Confidential Aide, DPW Director's Office
Zakia Gregory, DPW Fiscal Office
Paola Campbell, Purchasing Division
Yesenia Rivera, DPW Director's Office



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
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MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: June 10, 2014

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: John McGrath, Buildings Maintenance Director 

Subject: Contract Award (Plumbing Supplies) Public Bid

There exists a need for plumbing supplies for the various buildings and facilities owned by the City of Jersey City. One (1) bid proposal was received, with that being from Duncan Hardware, 776 West Side Avenue, Jersey City, New Jersey 07306 in the total bid amount of fifty seven thousand three hundred and eighteen dollars and twenty cents (\$57,318.20).

The bid specification is an open-end contract. It indicated a minimum and maximum number for 111 plumbing supplies items (see attached for list).

The resolution is encumbering \$10,000.00 for now. As the year progresses, and if the City needs more than \$10,000.00 worth of plumbing supplies, additional funds are then encumbered through a change order under the authority of the contract award resolution. Funds are budgeted in Buildings and Street account for this contract.

CONTRACT FUNDING

Plumbing Supplies (Buildings and Street Operating Account)

- ❖ Expenditure is drawn down from Buildings operating account , 01-201-26-291-211
- ❖ Contract is utilizing object # 211
- ❖ Line object 211 has been budgeted for \$350,000.00 in calendar year 2014
- ❖ To date, \$159,500.00 have been encumbered in object 211
- ❖ As of today (06/10/14) , \$138,096.54 has been spent in line object 211

As the Director of Buildings and Street, it is my recommendation to proceed and award the contract for plumbing supplies to Duncan Hardware.

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

Thank you for your cooperation.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
TREASURY BUILDING
TRENTON, NJ 08646-3762

TAXPAYER NAME:

DUNCAN HARDWARE, INC.

TRADE NAME:

DUNCAN TRU-VALUE HARDWARE

ADDRESS:

776 WEST SIDE AVE.

JERSEY CITY, NJ 07308

EFFECTIVE DATE:

09/16/49

SEQUENCE NUMBER:

0062510

ISSUANCE DATE:

03/28/05

FORM-BRC(08-01)

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



New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0062510 FOR DUNCAN HARDWARE, INC. IS VALID.

VERIFIED
PC

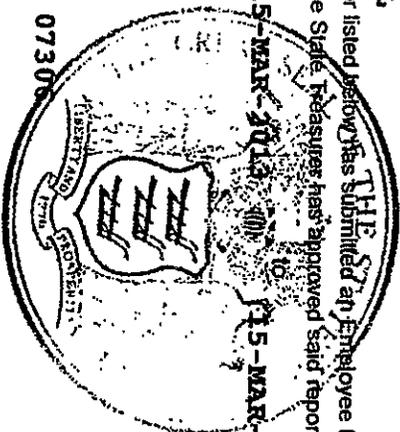
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 7161

Certification

RENEWAL

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

15-MAR-2019 to 15-MAR-2020



**DUNCAN HARDWARE INC.
776 WEST SIDE AVENUE
JERSEY CITY NJ 07306**


Andrew P. Sidamon-Enislof
State Treasurer

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Ronald S. Eberle Pres

Representative's Signature: Ronald S. Eberle

Name of Company: _____

DUNCAN HARDWARE, INC.
Tel. No.: **776 West Side Avenue**
Jersey City, NJ 07308
(201) 435-1700 Fax 435-6888

Date: 6/2/14

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

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

Representative's Signature: Ronald S Eberle

Name of Company: _____

Tel. No.: _____

DUNCAN HARDWARE, INC.
776 West Side Avenue
Jersey City, NJ 07306
(201) 435-1700 Fax 435-6888

Date: 6/2/14

**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 : DUNCAN HARDWARE, INC.
Address : 776 West Side Avenue
Jersey City, NJ 07308
(201) 435-1700 Fax 435-6888

Telephone No. : _____

Contact Name : RON ERSKLE

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.

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

City Clerk File No. Res. 14.446

Agenda No. 10.Z.9

Approved: _____

TITLE: **WITHDRAWN**



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A LOADING ZONE ON THE EAST SIDE OF BARROW STREET BEGINNING 57 FEET SOUTH OF NEWARK AVENUE AND EXTENDING 30 FEET SOUTH, DAILY, 10 A.M. TO MID-NIGHT.

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

WHEREAS, an Ordinance has been proposed authorizing a pilot program to close both Newark Avenue from Grove Street to Barrow Street and Erie Street from Newark Avenue to Bay Street [Plaza] to enhance the downtown area by allowing restaurants more room to utilize for outdoor dining; and

WHEREAS, these street closures will allow businesses to have pedestrian traffic move safely through the street without the worry of vehicular traffic; and

WHEREAS, in order to facilitate the Companies that need to make deliveries to the commercial businesses along this section of Newark Avenue it is in the best interest of the area Merchants to designate an area for loading and unloading on the east side of Barrow Street between Newark Avenue and Columbus Drive; and

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-68(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 14-038) be promulgated designating a loading zone at the location described therein.

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 Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 14-038) Beginning approximately 57 feet south of Newark Avenue and extending 30 feet southerly, Daily, 10:00 a.m. to Mid-Night.

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

c. The resolution shall take effect at the time and in the manner as provided by law, and shall sunset on October 31, 2014. This resolution may be readopted upon the review of the report submitted by the Director of the Division of Cultural Affairs on or about September 15, 2014.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Director, Architecture, Engineering, Traffic and Transportation

APPROVED: _____
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED

JDS:pcl
(06.17.14)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A LOADING ZONE ON THE EAST SIDE OF BARROW STREET BEGINNING 57 FEET SOUTH OF NEWARK AVENUE AND EXTENDING 30 FEET SOUTH, DAILY, 10 A.M. TO MID-NIGHT

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Councilwoman Osborne	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

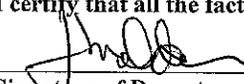
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

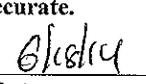
In order to facilitate the Companies that need to make deliveries to the commercial businesses along the section of Newark Avenue [Plaza] it is in the best interest of the area Merchants to designate an area for loading and unloading on the east side of Barrow Street between Newark Avenue and Columbus Drive, Daily, 10:00 a.m. to Mid-Night

The Resolution shall sunset on October 31, 2014. This resolution may be readopted upon the review of the report submitted by the Director of the Division of Cultural Affairs on or about September 15, 2014.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL RAZZOLI
DIRECTOR

Regulation 14-038

June 17, 2014

**LOADING ZONE REGULATION
DESIGNATED**

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-68 (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

Barrow Street - East Side

Beginning at a point approximately 57 feet south of the southerly curb of Newark Avenue and extending to a point 30 feet southerly therefrom. (One metered parking space)

Time: Daily
10:00 a.m. to Mid-Night

The regulation shall sunset on October 31, 2014. The resolution authorizing this regulation may be filed again upon the review of the report submitted by the Director of the Division of Cultural Affairs on or about September 15, 2014.

Division of Architecture, Engineering, Traffic and Transportation

Director of Traffic & Transportation

Approved by Municipal Council Resolution:

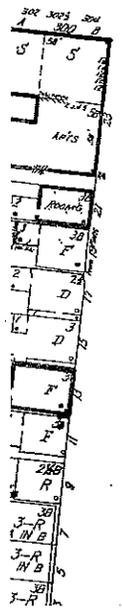
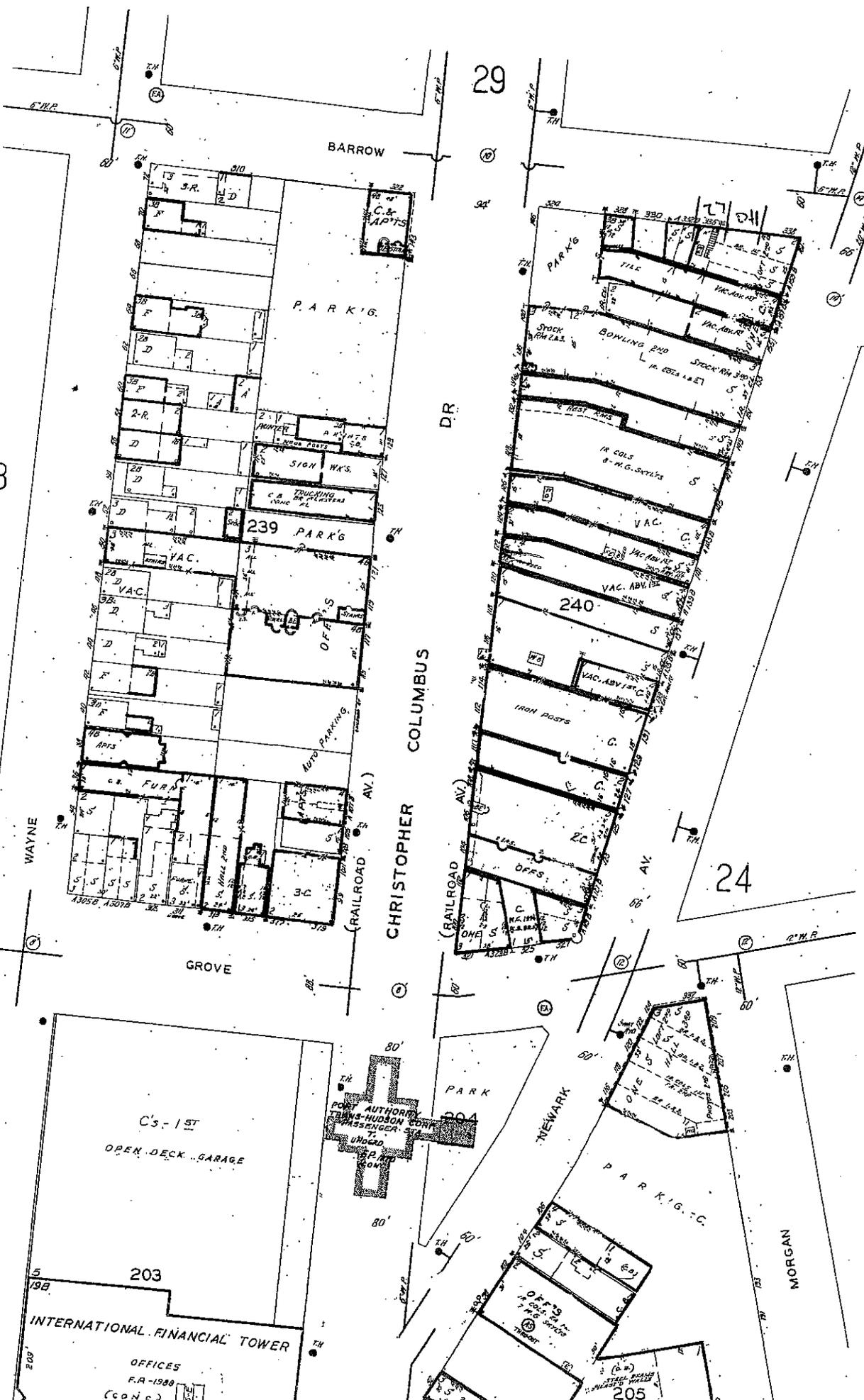
Date: _____



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WAYNE

BARROW

CHRISTOPHER COLUMBUS DR.

(RAILROAD AV.)

NEWARK

MORGAN

GROVE

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INTERNATIONAL FINANCIAL TOWER

OFFICES
F.A. 1988
(CO. N.C.)

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

City Clerk File No. Res. 14.447

Agenda No. 10.Z.10

Approved: **WITHDRAWN**

TITLE: A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY AMENDING THE TIMES FOR THE LOADING ZONE AT 339-341 GROVE STREET TO DAILY, 10 A.M. TO MID-NIGHT.



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

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-68(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 14-037) be promulgated amending the loading zone at the location described therein.

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

- a. The attached amended regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location: (Reg. 14-037) 339-341 Grove Street – Beginning 140 feet north of Newark Avenue and extending 30 feet north. [Sunday thru Friday, 9:30 a.m. to 5:00 p.m.] Daily, 10:00 a.m. to Mid-night.
- b. A copy of each regulation shall be kept on file by the City Clerk for public inspection
- c. The resolution shall take effect at the time and in the manner as provided by law.

NOTE: Material to be inserted is underscored; the material to be repealed is in [brackets].

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Director, Architecture, Engineering, Traffic and Transportation

APPROVED: _____
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

JDS:pcl
(06.17.14)

Certification Required
Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
				YUN				RIVERA			
GAJEWSKI				OSBORNE				WATTERMAN			
RAMCHAL				COLEMAN				LAVARRO, PRES.			
BOGGIANO											

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY AMENDING THE TIMES FOR THE LOADING ZONE AT 339-341 GROVE STREET TO DAILY, 10 A.M. TO MID-NIGHT.

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Councilwoman Osborne	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

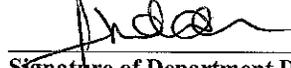
Resolution Purpose

Designate a loading zone on the west side of Grove Street, south of Newark Avenue, to facilitate deliveries to the businesses when Newark Avenue is closed to serve as a Pedestrian Plaza.

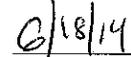
There is already a loading zone legislated for Grove Street, however, the hours need to be changed from *Sunday thru Friday, 9:30 a.m. to 5:00 p.m.* to new hours, Daily, 10:00 a.m. to Mid-Night

Since there are many businesses located on Grove Street between Newark Avenue and Bay Street it is our recommendation that the loading zone remain even if the Newark Avenue street closure is not extended, therefore, this resolution does not have a sunset clause.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL RAZZOLI
DIRECTOR

Regulation 14-037

June 17, 2014

**LOADING ZONE REGULATION
DESIGNATED**

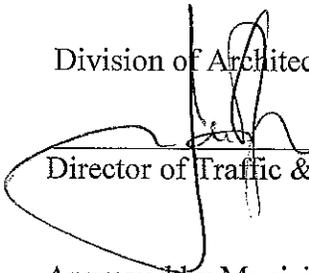
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-68 (D) (6) of the Jersey City Municipal Code, the following location is hereby AMENDED as a loading zone.

339-341 Grove Street – West Side

Beginning at a point approximately 140 feet north of the northerly curb line of Newark Avenue and extending to a point 30 feet northerly therefrom.

Time: [*Sunday thru Friday*
9:30 a.m. to 5:00 p.m.]
Daily
10:00 a.m. to Mid-Night

Division of Architecture, Engineering, Traffic and Transportation



Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____



STEVEN M. FULOP
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL RAZZOLI
DIRECTOR

Regulation 14-006

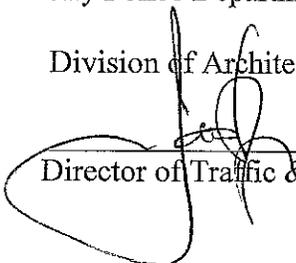
June 17, 2014

**REGULATION CLOSING:
NEWARK AVENUE FROM BARROW STREET TO GROVE STREET
ERIE STREET FROM NEWARK AVENUE TO BAY STREET**

Under the authority vested in me as Director of Traffic & Transportation for the City of Jersey City, County of Hudson, State of New Jersey, by virtue of N.J.S.A. 40:67-16.9 and Chapter 3, Section 3-68 (D) (14) of the Jersey City Municipal Code and Ordinance No. _____, I hereby order and direct that Newark Avenue between Grove Street and Barrow Street and Erie Street between Newark Avenue and Bay Street [Plaza] be closed to vehicular traffic from 3 p.m. to 12 a.m., Monday through Thursday and from 3 p.m. Friday through 12 a.m. Monday for a period up to October 31, 2014 for the preservation of the public safety and welfare at the newly created pedestrian plaza. The regulation shall sunset on October 31, 2014. The resolutions authorizing this regulation may be filed again upon the review of the report submitted by the Director of the Division of Cultural Affairs on or about September 15, 2014.

I further direct that proper signs and barriers be erected at the intersections of Newark Avenue and Grove Street, Newark Avenue and Barrow Street and Erie Street and Bay Street and that the Jersey City Police Department control and regulate, as well as enforce, this regulation.

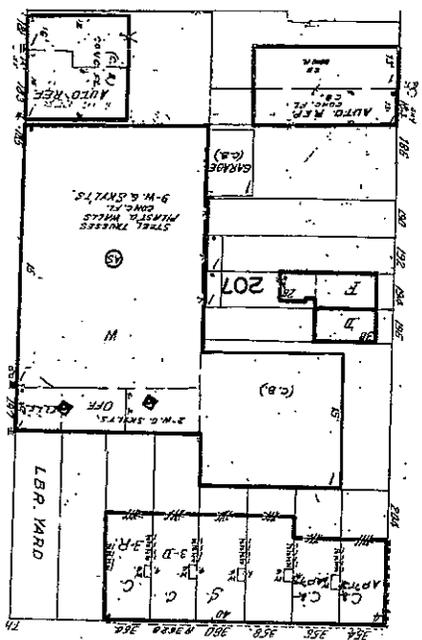
Division of Architecture, Engineering, Traffic and Transportation



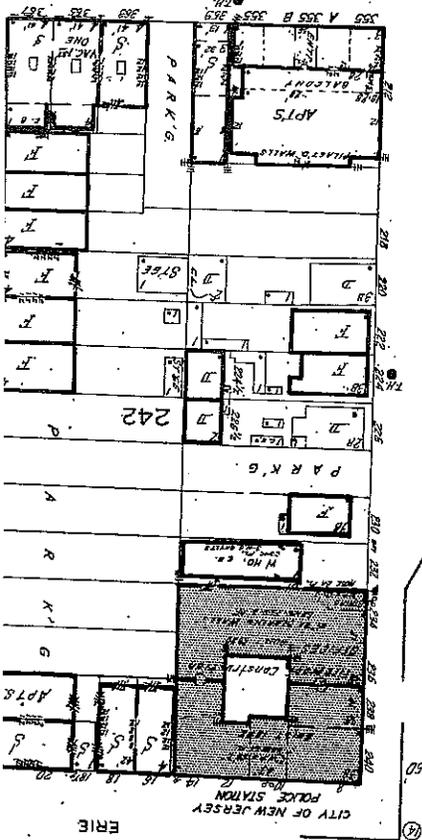
Director of Traffic & Transportation

Adopted by the Jersey City Municipal Council:

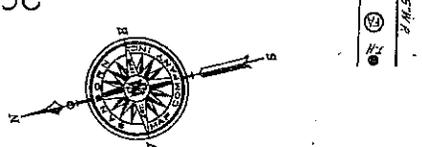
Date: _____



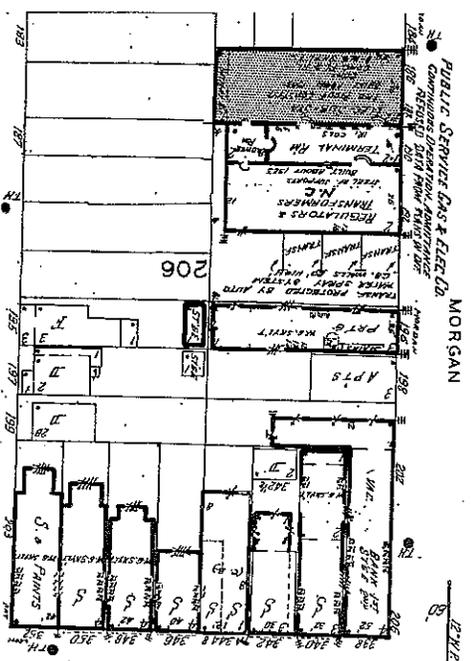
MANILA (GROVE)



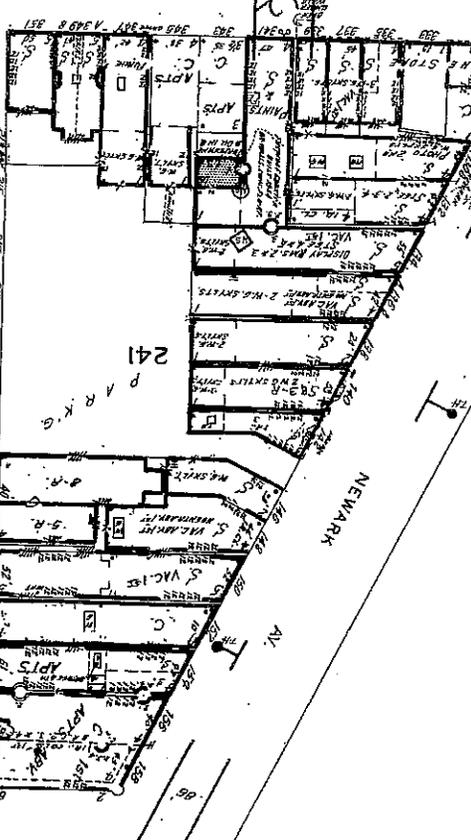
CITY OF NEW JERSEY
POLICE STATION



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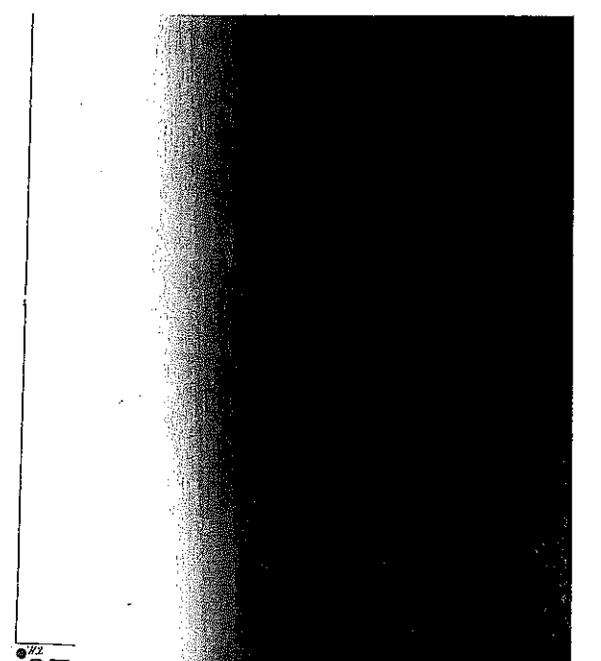
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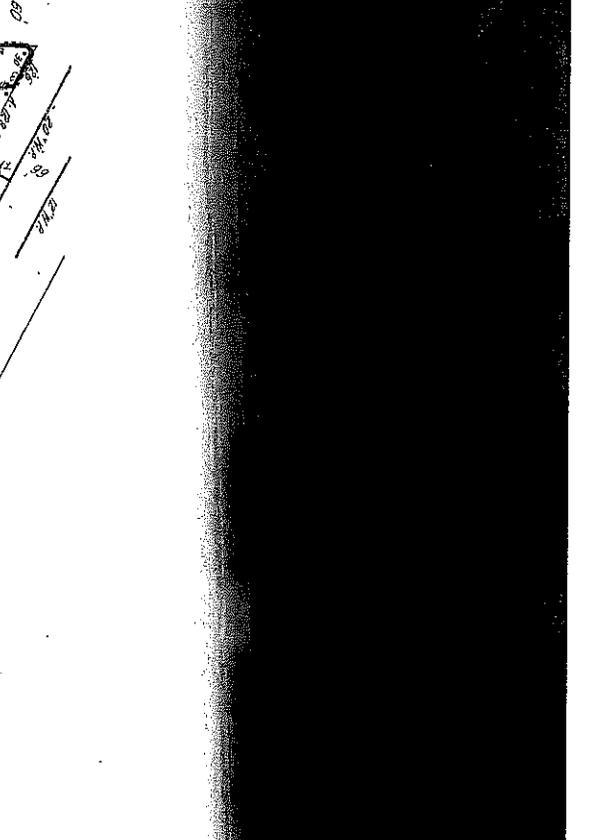
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POLICE STATION



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MANILA (GROVE)



CITY OF NEW JERSEY
POLICE STATION



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

City Clerk File No. Res. 14.448
 Agenda No. 10.Z.11
 Approved: JUN 25 2014



TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, BROADWAY FROM WEST SIDE AVENUE TO WALES AVENUE; FAYETTE PLACE, EAST OF GILES AVENUE AND GILES AVENUE FROM MARION PLACE TO FAYETTE PLACE BEGINNING 6:00 P.M. AND ENDING 11:00 P.M., FRIDAY, JULY 11, 2014 THROUGH SATURDAY, JULY 19, 2014 AT THE REQUEST OF OUR LADY OF MT. CARMEL CHURCH FOR THE PURPOSE OF AN ANNUAL FAMILY FESTIVAL

WHEREAS, the Division of Architecture, Traffic and Transportation has received an application from Our Lady of Mt. Carmel Church to close Broadway from West Side Avenue to Wales Avenue; Fayette Place, east of Giles Avenue and Giles Avenue from Marion Place to Fayette Place beginning 6:00 p.m. and ending 11:00 p.m. Friday, July 11, 2014 through Saturday, July 19, 2014 for the purpose of an annual family festival; 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; and

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation 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 Broadway, Fayette Place and Giles Avenue does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(1)(2), 296-73(D) and Section 122-8(C) as the street closure exceeds one block, occurs on a weekday and the end time is later than permitted; and

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

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Broadway from West Side Avenue to Wales Avenue, Fayette Place, east of Giles Avenue and Giles Avenue from Marion Place to Fayette Place beginning 6:00 p.m. and ending 11:00 p.m. Friday, July 11, 2014 through Saturday, July 19, 2014

APPROVED:
 Director of Traffic & Transportation

APPROVED:
 Director, Architecture, Engineering, Traffic and Transportation

APPROVED:
 Director, Dept. of Public Works

APPROVED:
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

JDS:pcl
 (06.17.14)

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

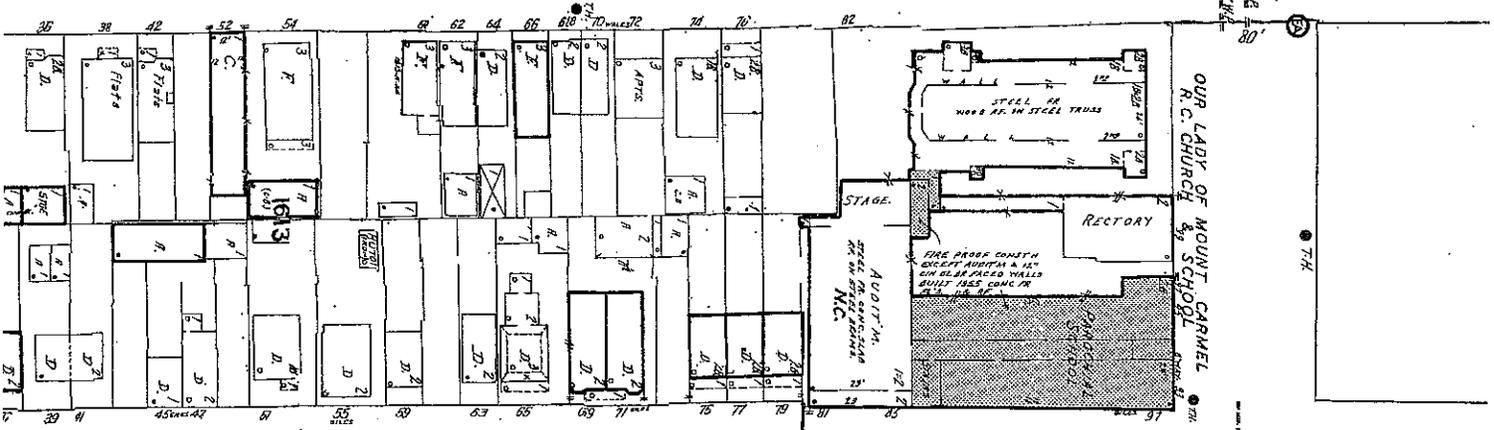
Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

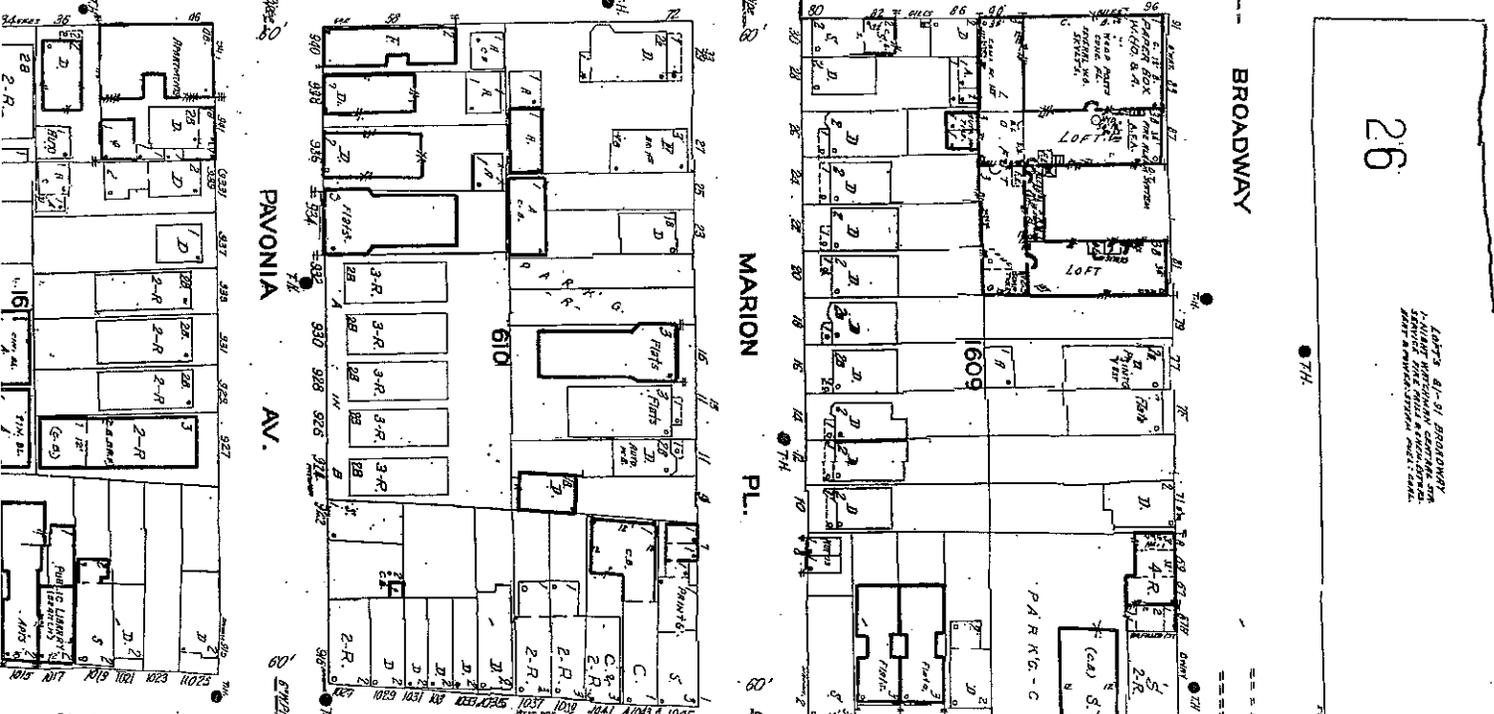
Robert Byrne, City Clerk

23

WALES AV.



GILES AV.



PAVONIA AV.

MARION PL.

WEST SIDE AV.

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FAYETTE PL.

LOTS 81-91 BOUNDARY
 SHOWN BY DOTTED LINE
 LOTS 81-91 BOUNDARY
 SHOWN BY DOTTED LINE
 PART OF PAVONIA AV. SHOWN
 BY DOTTED LINE

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

City Clerk File No. Res. 14.449
 Agenda No. 10.Z.12
 Approved: JUN 25 2014



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 8:00 A.M. AND ENDING 4:00 P.M. THURSDAY, JULY 24, 2014 AT THE REQUEST OF THE YORK STREET PROJECT FOR THE PURPOSE OF A COMMUNITY OUTREACH FUNDRAISER FOR LOCAL NON-PROFIT

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the York Street Project to close Exchange Place beginning 8:00 a.m. and ending 4:00 p.m. Thursday, July 24, 2014 for the purpose of a community outreach fundraiser for local non-profit; and

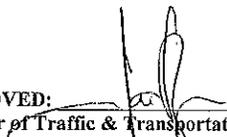
WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

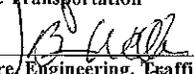
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73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

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(A)(C) as the event as the event is sponsored by a non-resident, will start earlier than what is permitted and will be held on a weekday; and

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

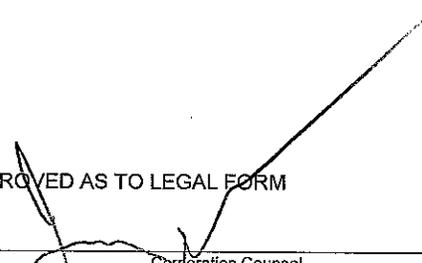
NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 8:00 a.m. and ending 4:00 p.m. Thursday, July 24, 2014.

APPROVED: 
 Director of Traffic & Transportation

APPROVED: 
 Director, Architecture, Engineering, Traffic and Transportation

APPROVED: 
 Director, Dept. of Public Works

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

JDS:pcl
 (06.04.14)

Certification Required

Not Required

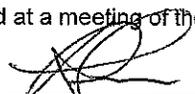
APPROVED 8-0

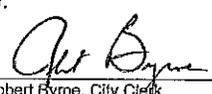
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 8:00 A.M. AND ENDING 4:00 P.M. THURSDAY, JULY 24, 2014 AT THE REQUEST OF THE YORK STREET PROJECT FOR THE PURPOSE OF A COMMUNITY OUTREACH FUNDRAISER FOR LOCAL NON-PROFIT

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Melvilin Rodriguez on behalf of the York Street Project, 89 York Street, Jersey City, NJ 201.451.8225	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

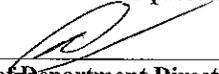
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 8:00 A.M. AND ENDING 4:00 P.M. THURSDAY, JULY 24, 2014 FOR THE PURPOSE OF A COMMUNITY OUTREACH FUNDRAISER FOR LOCAL NON-PROFIT

The street closing will be at no cost to the City.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: Community Outreach Fundraiser for a Local Non-profit

BEGINS: 8AM ENDS: 4PM

Thursday, July 24, 2014

APPLICANT: Melvilin Rodriguez

ORGANIZATION : York St Project

ADDRESS: 89 York St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 201.451.8225

BEING WAIVED: Day of week, nonresident, start time

APPROVED

RL

DATE

6/3/14



DENIED

DATE

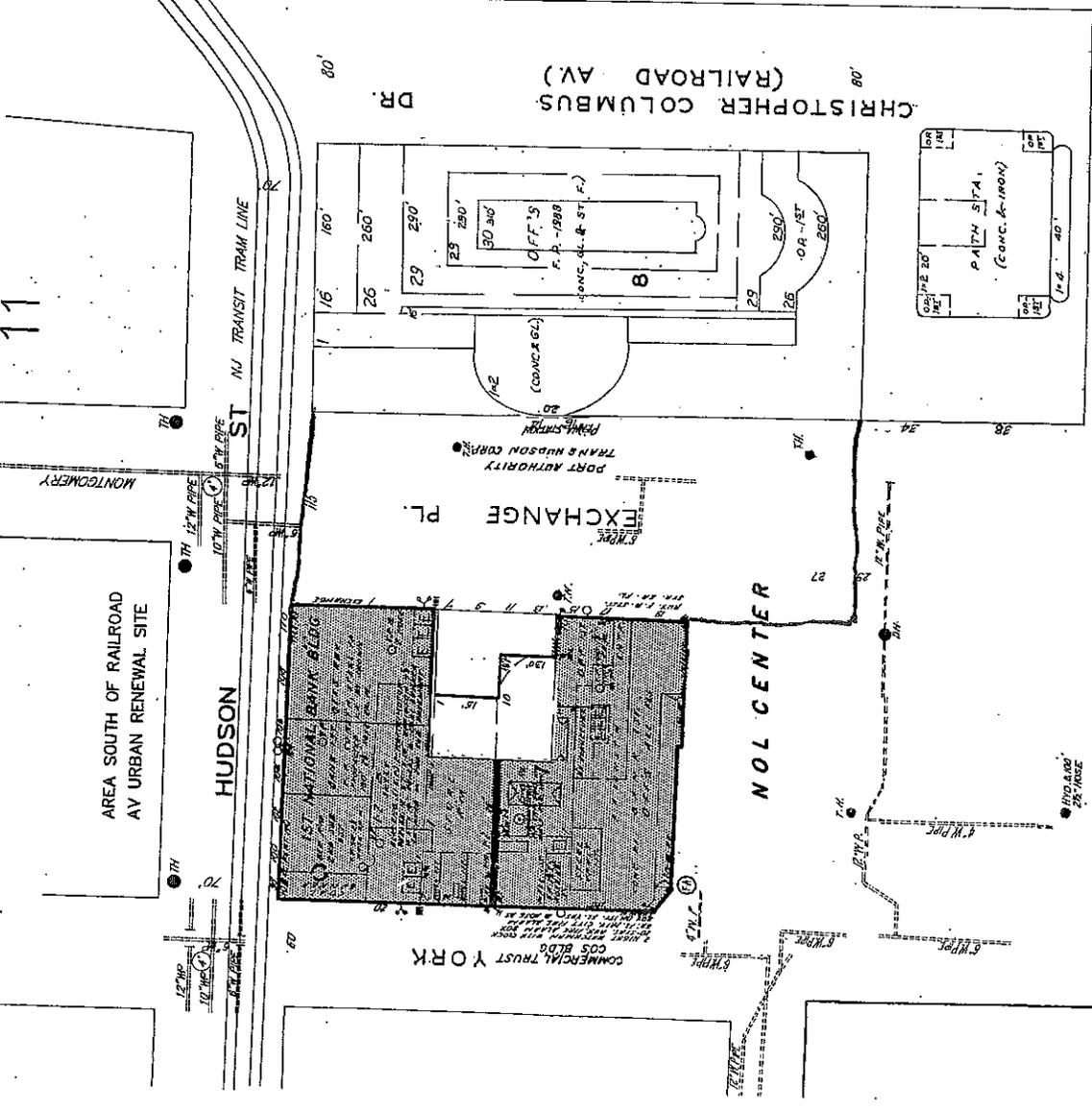
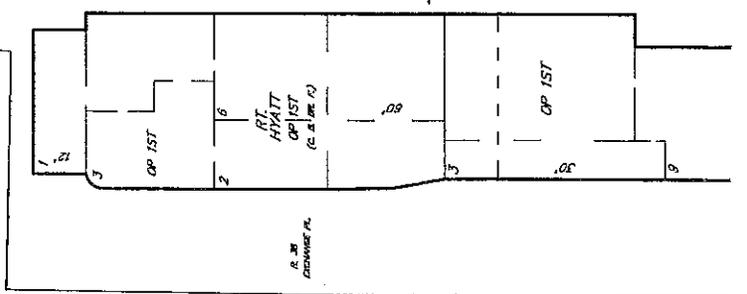
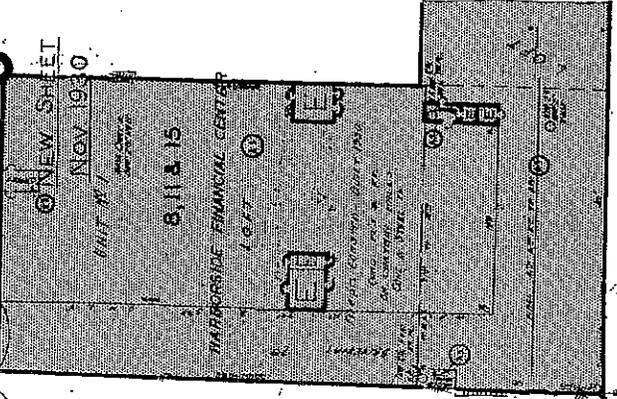
PLEASE REVIEW WITH ME

DATE

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HUDSON ST 6

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AREA SOUTH OF RAILROAD AV URBAN RENEWAL SITE

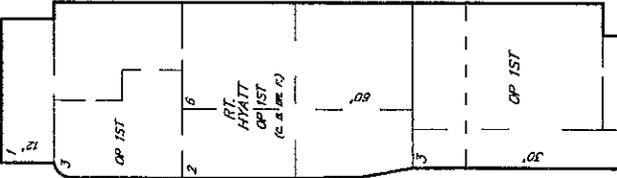
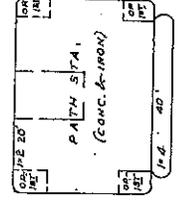
COMMERCIAL TRUST YORK



EXCHANGE PL. PORT AUTHORITY TRANSPORTATION CORP.

CHRISTOPHER COLUMBUS (RAILROAD AV.) DR.

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HUDSON

ST NJ TRANSIT TRAIN LINE

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

City Clerk File No. Res. 14.450
 Agenda No. 10.Z.13
 Approved: JUN 25 2014



TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET, WITH GREENE STREET KEPT OPEN, BEGINNING NOON AND ENDING 8:00 P.M. SATURDAY, JULY 26, 2014 AT THE REQUEST OF THE JERSEY CITY WI CARIBBEAN AMERICAN CARNIVAL ASSOC INC. FOR THE PURPOSE OF A CULTURAL AWARENESS FESTIVAL

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Jersey City WI Caribbean American Carnival Assoc Inc. to close both Exchange Place and Montgomery Street from Hudson Street to Washington Street, with Greene Street kept open, beginning Noon and 8:00 p.m. on Saturday, July 26, 2014 for the purpose of a cultural awareness festival; and

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

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

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

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Exchange Place and Montgomery Street from Hudson Street to Washington Street, with Greene Street kept open, beginning Noon and ending 8:00 p.m. on Saturday July 26, 2014.

APPROVED: _____
 Director of Traffic & Transportation

APPROVED: _____
 Director, Architecture, Engineering, Traffic and Transportation

APPROVED: _____
 Director, Dept. of Public Works

APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

JDS:pc1
 (06.06.14)

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6 25 14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET, WITH GREENE STREET KEPT OPEN, BEGINNING NOON AND ENDING 8:00 A.M., SATURDAY, JULY 26, 2014 AT THE REQUEST OF THE JERSEY CITY WI CARIBBEAN AMERICAN CARNIVAL ASSOC INC. FOR THE PURPOSE OF A CULTURAL AWARENESS FESTIVAL

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Cheryl DB Murphy on behalf of the Jersey City WI Caribbean American Carnival Assoc Inc, 270 Clerk Street, ICNJ 201.434.419	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

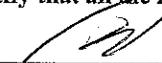
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF BOTH EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET, WITH GREENE STREET KEPT OPEN, BEGINNING NOON AND ENDING 8:00 P.M., SATURDAY, JULY 26, 2014 FOR THE PURPOSE OF A CULTURAL AWARENESS FESTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Signature of Department Director

6-9-14

Date

RECREATIONAL EVENT STREET CLOSURE

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

PURPOSE OF EVENT: cultural awareness festival

BEGINS: Noon ENDS: 8PM
Saturday, July 26, 2014

APPLICANT: Cheryl DB Murphy

ORGANIZATION : Jersey City WI Caribbean American Carnival Assoc Inc

ADDRESS: 270 Clerk St

CITY, STATE, ZIP: Jersey City NJ 07304

PHONE #: 201.434.4219

BEING WAIVED: More than one block at a time closed, nonresident

APPROVED 

DATE 6/6/14

DENIED _____

DATE _____

PLEASE REVIEW WITH ME _____ DATE _____

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

City Clerk File No. Res. 14.451

Agenda No. 10.Z.14

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET, WITH GREENE STREET KEPT OPEN, BEGINNING 8:00 A.M. AND ENDING 10:00 P.M., SATURDAY, AUGUST 16, 2014 AND SUNDAY, AUGUST 17, 2014 AT THE REQUEST OF THE JERSEY CITY PUERTO RICAN HERITAGE FESTIVAL & PARADE INC. FOR THE PURPOSE OF THE JERSEY CITY PUERTO RICAN FESTIVAL

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Jersey City Puerto Rican Heritage Festival & Parade, Inc. to close both Exchange Place and Montgomery Street from Hudson Street to Washington Street, with Greene Street kept open, beginning 8:00 a.m. and ending 10:00 p.m. on Saturday, August 16, 2014 and Sunday, August 17, 2014 for the purpose of the Jersey City Puerto Rican festival; and

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

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

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

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Exchange Place and Montgomery Street from Hudson Street to Washington Street, with Greene Street kept open, beginning 8:00 a.m. and ending 10:00 p.m. on Saturday August 16, 2014 and Sunday, August 17, 2014.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Director, Architecture, Engineering, Traffic and Transportation

APPROVED: _____
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

JDS:pc1
(06.24.14)

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET, WITH GREENE STREET KEPT OPEN, BEGINNING 8:00 A.M. AND ENDING 10:00 P.M., SATURDAY, AUGUST 16, 2014 AND SUNDAY, AUGUST 17, 2014 AT THE REQUEST OF THE JERSEY CITY PUERTO RICAN HERITAGE FESTIVAL & PARADE INC. FOR THE PURPOSE OF THE JERSEY CITY PUERTO RICAN FESTIVAL

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Luis Lebron on behalf of the Jersey City Puerto Rican Heritage Festival & Parade, Inc., PO Box 6825, JCNJ 07306, 201.687.2582	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

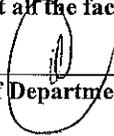
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF BOTH EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET, WITH GREENE STREET KEPT OPEN, BEGINNING 8:00 A.M. AND ENDING 10:00 P.M., SATURDAY, AUGUST 16, 2014 AND SUNDAY, AUGUST 17, 2014 FOR THE PURPOSE OF THE JERSEY CITY PUERTO RICAN FESTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Signature of Department Director

6-9-14
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL &
MONTGOMERY ST from HUDSON TO WASHINGTON STS,
with GREENE ST kept open

PURPOSE OF EVENT: Jersey City Puerto Rican Festival

BEGINS: 8AM ENDS: 10PM
Saturday and Sunday, August 16 & 17, 2014

APPLICANT: Luis Lebron

ORGANIZATION : Jersey City Puerto Rican Heritage Festival & Parade Inc.

ADDRESS: PO Box 6825

CITY, STATE, ZIP: Jersey City NJ 07306

PHONE #: 201.687.2582

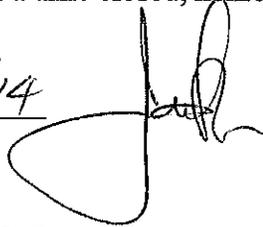
BEING WAIVED: End time, more than one block at a time closed, nonresident, start time

APPROVED



DATE

6/23/14



DENIED

DATE

PLEASE REVIEW WITH ME

DATE

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

City Clerk File No. Res. 14.452

Agenda No. 10.Z.15

Approved: JUN 25 2014

TITLE:



Resolution Honoring Darlene H. Pharmes ON THE OCCASION OF HER RETIREMENT

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

- Whereas,** Darlene H. Pharmes is a lifelong resident of the City of Jersey City and has worked for Jersey City Municipal Government in various capacities in her thirty-one year tenure. She is the proud mother of her son Jermaine Pharmes; and
- Whereas,** Darlene H. Pharmes has served the City of Jersey City as Personnel Director; Executive Director of Equal Opportunity; Americans with Disabilities Coordinator; Director of Affirmative Action; and retired as Personnel Director for Jersey City after serving a second term as Personnel Director, including being the first Personnel Director appointed by the NJ Civil Service Commission in forty years; and
- Whereas,** Darlene H. Pharmes did her undergraduate studies at New Jersey City University and graduated in 1979. She completed her graduate studies at Fairleigh Dickinson University where she received her MAS in Administrative Science in 2000; and
- Whereas,** Darlene H. Pharmes was appointed Tutorial Coordinator for New Jersey City University shortly after her college graduation and served until 1982. She then went on to teach elementary school for K-8 grades at the Jersey City Board of Education until 1984, when she was offered a position with the City of Jersey City; and
- Whereas,** Darlene H. Pharmes has served on many City and NJ State Boards; most notably, the Sports History Commission, appointed by Governor Christine Todd Whitman. This committee was responsible for commissioning the statue of Jackie Robinson, which resides at the Jersey City Journal Square Transportation Center. Darlene is a strong community and civil rights advocate and has always contributed in any way possible; and
- Whereas,** Darlene H. Pharmes will be honored by friends, colleagues and family members on Thursday, June 26, 2014.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby honor Darlene H. Pharmes on the occasion of her retirement. We extend our gratitude for her many years of meritorious service and dedication to the residents of Jersey City and her City Hall family. We wish her continued health and happiness in the future.

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 6-25-14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.453

Agenda No. 10.Z.16

Approved: JUN 25 2014



TITLE:

RESOLUTION COMMENDING THE SANTO NIÑO HAN TACLOBAN ASSOCIATION'S RELIEF EFFORTS ON BEHALF OF THE SURVIVORS OF TYPHOON YOLANDA IN THE PHILIPPINES AND SUPPORTING MAYOR ALFRED ROMUALDEZ'S ONGOING EFFORTS TO REBUILD THE CITY OF TACLOBAN

WHEREAS, on Saturday June 14, 2014, the Santo Niño Han Tacloban Association of the East Coast of the United States based in Jersey City will host its 20th Annual Fiesta of Santo Niño Han Tacloban and sponsor a fundraiser for Typhoon Yolanda (also known as Typhoon Haiyan) survivors. Guests will include Mario Lopez De Leon, Jr., Philippine Consulate General to New York, a position that serves the consular needs of the Filipino community in the Northeast United States, a population numbering approximately 300,000; and

WHEREAS, on November 8, 2013, Typhoon Yolanda, among the most powerful typhoons in history, ripped through the Philippines causing the displacement of hundreds of thousands of residents, the destruction of the homes of four million people, and the death of well over 6,000 individuals; and

WHEREAS, the City of Tacloban was among the hardest hit in region, enduring sustained winds of 140 miles per hour and rapid flooding as sea levels rose 10 to 13 feet. This once thriving city of 220,000 people suffered damage to ninety (90%) percent of its infrastructure. Approximately 25,000 people were displaced, and 2,000 individuals were killed. Six months since Typhoon Yolanda made landfall, Mayor Alfred Romualdez of the City of Tacloban has continued to advocate on behalf of the displaced residents and sought funding and relief to rebuild the City; and

WHEREAS, the Santo Niño Han Tacloban Association includes many members whose families come from or continue to reside in Tacloban; and

WHEREAS, the Santo Niño Han Tacloban Association has gathered names and addresses of the needy in Tacloban and seeks to raise funds to send sixty-five (65) boxes of medical supplies, clothing, and food items to them, and, in addition, the organization seeks to donate chairs to public schools and help to facilitate adoptions to children whose parents were lost in the storm; and

WHEREAS, the Santo Niño Han Tacloban Association has historically participated in philanthropic efforts to improve Tacloban, having financially supported the Youth Catechism School in Redemptorist Church in Tacloban for the past five years; and

WHEREAS, the annual Fiesta of Santo Niño Han Tacloban is a joyful event filled with food and dancing and commemorates the safe return of the statue of the Santo Niño of Tacloban, which miraculously survived a fiery shipwreck; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby commend the efforts of the Santo Niño Han Tacloban Association of Jersey City on behalf of the survivors of Typhoon Yolanda (Haiyan) and supports the ongoing efforts of Mayor Alfred Romualdez to rebuild the City of Tacloban.

G:\WPDOCSITOLONDAIRESOSICOMMENDINGRESOLUTION Santo Niño Han Tacloban.docx

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.454
 Agenda No. 10.Z.17
 Approved: JUN 25 2014



TITLE:

Resolution Honoring Sonya "Terry" Still, Esq.

WHEREAS, Sonya "Terry" Still was the first of three daughters born to Gilbert and Creola (Johnson) Still of Vineland, NJ. She and her siblings, Pamela and Gilda grew up in a large family which valued volunteerism. Both sets of grandparents were community activists involved in creating a viable and living employment experience for African-Americans in the South Jersey area and in building and establishing their respective Churches, New Bethel AME in Vineland, NJ and Mt. Zion UAME in Mizpah, NJ; and

WHEREAS, Terry Still earned a Bachelor of Arts degree from Rutgers University Douglass College in 1974 and a Juris Doctorate in 1977 from Rutgers University School of Law. Upon completing her education Terry, settled in Jersey City. Since 2011, Terry has served as General Counsel at NYPPEX Holdings LLC and its subsidiaries and affiliated companies. She served as General Counsel at Seaboard Securities, Inc. during the years 2000 thru 2011. Terry was also employed at the NJ Bureau of Securities as Supervisor of Registration (1987-2000) and the US Securities and Exchange Commission as Special Counsel and Legal Assistant to Commissioner Irving M. Pollack (1977-1987); and

WHEREAS, Terry Still affiliated with Mt. Pisgah AME Church under the late Rev. W. Melvin Campbell, Sr. in 1989. During the late 1990s she chaired the Mt. Pisgah Social Outreach Committee coordinating the Healthy Mothers, Healthy Babies Program, Boys to Men Program, Afterschool Program and the Food Pantry Program. Since 2000, she has also been a member of the Scholarship Committee; and

WHEREAS, Terry Still assisted as a parent volunteer at Newark Community School of the Arts in Newark, NJ during the early 1990s where her daughter, Joella, studied violin, piano, dance, music theory and drama for over 12 years. Since 2010, she has been a dedicated member of the Board of Trustees of the Ethical Community Charter School of Jersey City and currently serves as Vice-Chairman of the Board. Terry served as a Counsel For Change, Volunteer in Philadelphia, PA in 2008 and 2012 where she was an Official Election Observer in minority communities during the Presidential Election Cycle in minority communities to protect against voter intimidation and assure that every voted was properly counted; and

WHEREAS, Terry Still is an exceptional role model and proud mother of two, Joella her biological daughter and Aisha Bell Caldwell (Simon) her adopted daughter. She often makes unnoticed contributions to the lives of those around her and says, "It's just what is required of me." Terry views her community work as sharing small kindness with people, particularly children, so that they know there is someone watching the lives they lead, and who cares about their well-being. She enjoys sports, the arts including music, drama, dance and fine arts and cooking and gardening. She is a skilled seamstress and has been a member of the same reading group for over 28 years; and

WHEREAS, Terry Still will be honored by the Northeast District of the New Jersey State Federation of Colored Women Clubs Inc. at their 99th Annual Convention held at the Holiday Inn in Bridgeport, NJ. on Saturday, June 21, 2014.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Sonya "Terry" Still, Esq. We applaud her dedication to public service and wish her much happiness and fulfillment in all her future endeavors.

G:\WPDOCS\ITOLONDAIRESOS\HONORING\Sonya Terry Still, Esq..docx

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.455

Agenda No. 10.Z.18

Approved: JUN 25 2014



TITLE: RESOLUTION CONGRATULATING THE PLAYERS AND COACHES OF THE 2013-2014 HUDSON CATHOLIC REGIONAL HIGH SCHOOL BASEBALL TEAM FOR THEIR OUTSTANDING SEASON

WHEREAS, in the 50-year history of Hudson Catholic Regional High School, the baseball team had never played in a state championship baseball game. This year the Hawks made their magical run through the NJSIAA state playoffs when Hudson Catholic defeated Newark Academy (4-0) and Montclair Kimberley (5-4). The fourth-seeded Hawks then defeated St. Mary's Rutherford when they scored two runs in the top of the first inning and tacked on six more in the fourth to take a commanding lead. A two-hour lightning and rain delay did not stop Hudson's pitcher Brandon Pilovsky, who tossed a complete game four-hitter as Hudson Catholic won the program's first-ever section title with a 10-2 win over the No. 2 seed St. Mary's to advance to the overall NJSIAA Non-Public "B" Championship; and

WHEREAS, Hudson Catholic's commencement exercises was scheduled for 11:00 a.m. on June 7, 2014 the same day of the NJSIAA Non-Public "B" Baseball State Championship game which was scheduled for 2 p.m. in Toms River, NJ and almost half the team was comprised of seniors; and

WHEREAS, Hudson Catholic officials pleaded with the NJSIAA to push the starting time of the game to 3 p.m. but the game against St. Joseph of Hammonton was going to have its first pitch at 2:30 p.m. Hudson Catholic head coach Alberto Vasquez, also a Jersey City Police Officer was very nervous and arranged for a bus to get a police escort out of Jersey City to the New Jersey Turnpike. The Hawks' seniors had to get on the bus donning their caps and gowns and the bus rolled into the Toms River North parking with first pitch slated for 20 minutes later; and

WHEREAS, a few short years ago the Archdiocese of Newark wanted to close the doors of Hudson Catholic forever but the alumni rallied together and the school welcomed girls to help enrollment. The school is now flourishing and a state championship banner will hang in the Joe "Rocky" Pope Memorial Gymnasium named after the long-time Hudson Catholic baseball and basketball coach.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby congratulate the following players and coaches of the 2013-2014 Hudson Catholic Regional High School baseball team for their outstanding achievement. We wish them continued success.

2014 HUDSON CATHOLIC VARSITY BASEBALL TEAM

Michael Alburnia	Raevon Floyd-Bennett	Rafael Mena Jr	Robert Shivers
Joseph Alburnia	Christopher Garcia	Brandon Pilovsky	Kevin Suarez
Matthew Bolger	Victor Guzman	Mackenzie Reilly	Gabriel Tosado
Matthew Falotico	Michael Kiel	Jonathan Rivera	Mikal Trice
Michael Feinstein	Eddie Malpica	Michael Simone III	Andrew Troya

COACHES

Alberto Vasquez, Head Coach	Frankie Marto
Bazooka Gutierrez	Kevin Wendolowski

G:\WPDOCS\TOLONDA\RESOSIS\Sports\Hudson Catholic baseball.docx

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rofando A. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.456

Agenda No. 10.Z.19

Approved: JUN 25 2014

TITLE:



RESOLUTION APPOINTING FRANCIS X. FALCICCHIO, JR. AS A MEMBER OF THE ETHICAL STANDARDS BOARD OF THE CITY OF JERSEY CITY

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

WHEREAS, Francis X. Falcicchio, is a resident of the City of Jersey City; and

WHEREAS, Francis X. Falcicchio, has been chosen by virtue of his known and consistent reputation for integrity and knowledge of local government affairs; and

WHEREAS, Mayor Steven M. Fulop reviewed the qualifications of **Francis X. Falcicchio** and recommended his appointment as a member of the Ethical Standards Board of the City of Jersey City, replacing Israel Nieves, whose term has expired, by letter dated June 10, 2014; and

WHEREAS, the Council has reviewed the qualifications of **Francis X. Falcicchio** and considers him well qualified to serve as a member of the Ethical Standards Board of the City of Jersey City.

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

1. The appointment of **Francis X. Falcicchio** as a member of the Ethical Standards Board of the City of Jersey City is hereby consented to and confirmed pursuant to N.J.S.A. 40A:9-22.19(a).
2. His term of office shall expire on May 10, 2019.

G:\WPDOCS\BOARDS\ETHICAL\Francis X Falcicchio Jr - Resolution.wpd

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.d
Meeting 06/25/2014

June 10, 2014

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

Dear President and Members,

Kindly be advised that I have appointed **Francis X. Falcicchio, Jr.**, of 205 Custer Avenue, Jersey City, New Jersey, 07305, **Democrat**, to serve as a member of the **Jersey City Ethical Standards Board**, replacing Israel Nieves, whose term has expired. Mr. Falcicchio's term will commence upon the adoption of a resolution and will expire May 10, 2019.

I respectfully request your advice and consent on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven M. Fulop", written over a circular scribble.

Steven M. Fulop
Mayor

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Muhammed Akil, Chief of Staff
Nancy Warlikowski, Mayor's Office
Francis X. Falcicchio, Jr.

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

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

FRANCIS X. FALCICCHIO, JR.

205 Custer Avenue
Jersey City, New Jersey 07305-2404
201.451.0739
fxf205@yahoo.com

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CITY CLERK'S OFFICE
JERSEY CITY, N.J.

PROFESSIONAL EXPERIENCE:

- 1972 -- 2005 *Administrator and Counselor* in public and nonprofit community agencies or organizations, including, the North Ward Center, Newark; National Training Systems, Orange; Department of Recreation, Jersey City.
- 1968 -- 2013 *Assistant Superintendent, Supervisor, Guidance Counselor and Teacher* in Newark, Freehold, Jersey City, East Orange, and Edison, New Jersey.

CERTIFICATIONS:

New Jersey State Department of Education:

School Administrator	Principal
Director of Student Personnel Services	Supervisor
Substance Awareness Coordinator	Student Personnel Services
Teacher of Social Studies	Teacher of Business Studies
Teacher of Driver Education	

EDUCATION:

Jersey City State College	MA	Student Personnel Services Administration and Supervision
Saint Peter's College	BS	Political Science Business Administration
Jersey City Public Schools		K through 12

COMMUNITY INVOLVEMENT:

Saint Paul's Church	Assisi Center SPCA
Newark Archdiocese Board of Education	Knights of Columbus
Dante Alighieri Society of Jersey City	Loyal Order of Moose
Greenville-West Side Babe Ruth League	BPO Elks of the USA
Greenville American Little League	Jersey City Police Activity League
Hudson County Columbus Committee	Sandy Koufax World Series
Jersey City Saint Patrick Committee	Greenville Development Corporation
South Greenville Neighborhood Assn	

REFERENCES AVAILABLE UPON REQUEST

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

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



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

RECEIVED
2014 MAY 28 A 10:53
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: April 1, 2014

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

- a) MUNICIPAL UTILITIES AUTHORITY
- b) PLANNING BOARD
- c) ETHICAL STANDARDS BOARD

Name: FRANCIS X (FRANK) FALCICCHIO

Address of Residence: 205 CUSTER AVENUE JERSEY CITY

Phone Number: 201-451-0739

E-mail Address: fxf205@yahoo.com

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

Undergraduate and graduate course work involving community organizations and agencies.

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

Community and neighborhood association involvement

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

MEETING ATTENDANCE

Community volunteer work regarding Board focus and agenda

Signature: [Handwritten Signature]

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

City Clerk File No. Res. 14.457

Agenda No. 10.Z.20

Approved: JUN 25 2014

TITLE:



RESOLUTION APPOINTING RASHMI SATYADEO AS A MEMBER OF THE JERSEY CITY CULTURAL ARTS COMMISSION

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated June 10, 2014 that he has appointed **Rashmi Satyadeo** of 225 Saint Pauls Avenue #17L,, Jersey City, New Jersey, 07306, to serve as a regular member of the **Jersey City Cultural Arts Commission**, to replace Ron English, whose term has expired, for a period to commence immediately upon adoption of this resolution and expire on August 16, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Rashmi Satyadeo** as a member of the **Jersey City Cultural Arts Commission** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.c
Meeting 06/25/2014

June 10, 2014

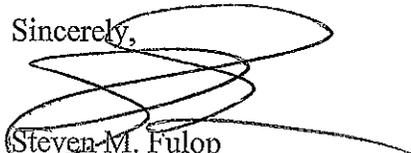
President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have appointed **Rashmi Satyadeo**, of 225 Saint Pauls Avenue, #17L, Jersey City, New Jersey, 07306, to serve as a member of the **Cultural Arts Commission**. Mr. Satyadeo will replace Ron English, whose term has expired, for a term to commence upon the approval of a resolution and expire August 16, 2016.

I request your advice and consent on this matter.

Sincerely,


Steven M. Fulop
Mayor

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Elizabeth Cain, Director, Office of Cultural Affairs
Muhammed Akil, Chief of Staff
Nancy Warlikowski, Mayor's Office
Rashmi Satyadeo

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

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

Rashmi Satyadeo, M.B.A., M.S., CPA

225 Saint Pauls Avenue #17L
Jersey City, NJ 07306

450 7th Avenue, #2000
New York, NY 10123

Phone: (212) 868-1175

(201) 320-6050

Email: satyacpa@gmail.com

Education: B.B.A (Bhavnagar University, India)
LL. B. (Law Degree, Saurashtra University, India)
M.B.A (Baruch College, City University, New York)
M.S. (*Taxation*) (Baruch College, City University, New York)

Experience: Bank of India (1977-1986)

Loan Officer:

Managed and developed the loan portfolio of small to medium scale business and agro business.

CPA Firms New York City (1989-1993)

Worked in audit and tax department with small to medium size business, not for profit organization.

Bellevue Hospital – Health and Hospital Corporation (1994-1998)

Assistant Controller:

Managed accounting department with eight staff members for day to day account of the largest hospital of New York City.

Rashmi Satyadeo, CPA (1998- Present)

Developed successfully independent practice as a CPA serving small to medium size business with domestic and international exposure.

Client includes in wholesale Diamond, Garment and Computer consulting firms, high net worth individuals and not for the profit organizations.

Practice includes taxation planning, compliance, and consulting to raise funding for the business.

Provided services to not for profit organization for budgets and contract management and compliance.

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

City Clerk File No. _____ Res. 14.458

Agenda No. _____ 10.Z.21

Approved: _____ JUN 25 2014

TITLE:



A RESOLUTION EXECUTING (1) A COOPERATION AGREEMENT WITH THE JERSEY CITY INCINERATOR AUTHORITY TO IMPLEMENT THE MAYOR'S MURAL ARTS PROGRAM AND (2) EXECUTING AGREEMENTS WITH THE ARTISTS AND PROPERTY OWNERS PARTICIPATING IN JERSEY CITY'S MURAL ARTS PROGRAM

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, The City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, Jersey City, New Jersey; and

WHEREAS, the Jersey City Incinerator Authority (JCIA) is an autonomous public body with offices at 501 Route 440, Jersey City, New Jersey 07302; and

WHEREAS, the JCIA has been aggressively removing graffiti throughout Jersey City with grant monies it has obtained through the State's Clean Communities Grant program; and

WHEREAS, the City wishes to replace the aforementioned graffiti with murals painted by local artists; and

WHEREAS, murals have proven to be a proactive approach toward graffiti prevention, blight reduction, and community engagement; and

WHEREAS, murals can also raise property value as well as offer educational opportunities; and

WHEREAS, the City and the JCIA have already partnered informally on the creation of murals throughout the City and there are currently 11 murals already on display which resulted from this informal partnership; and

WHEREAS, the City and the JCIA wish to formalize this partnership through the execution of the Cooperation Agreement attached hereto as Exhibit A; and

WHEREAS, City officials agree to solicit and review submissions from local artists and select artists suitable to paint these murals; and

WHEREAS, the City agrees to supply the artists selected with the requisite paint and supplies needed to paint the murals, and if necessary, the use of City-owned vehicles to facilitate the painting of multi-storey murals; and

WHEREAS, City officials agree to identify properties suitable to display murals and engage with the owners to encourage their participation in the mural program; and

WHEREAS, the JCIA agrees to reimburse the City through the monies the JCIA has received from the State's Clean Communities grant for any expenses incurred by the City in furtherance of this mural program; and

WHEREAS, the names of both the artists who will paint the murals and the locations of those properties which will display the murals are attached as Exhibit B; and

WHEREAS, both the artists who paint the murals and the property owners who allow their properties to be the canvas for these murals need to enter into the Artist/Owner Agreements attached as Exhibit C to establish the rights and the responsibilities of each party in the City's Mural Arts Program; and

TITLE: **A RESOLUTION EXECUTING (1) A COOPERATION AGREEMENT WITH THE JERSEY CITY INCINERATOR AUTHORITY TO IMPLEMENT THE MAYOR'S MURAL ARTS PROGRAM AND (2) EXECUTING AGREEMENTS WITH THE ARTISTS AND PROPERTY OWNERS PARTICIPATING IN JERSEY CITY'S MURAL ARTS PROGRAM**

WHEREAS, it is in the City's best interest that the Agreements should be executed prior to the commencement of mural painting so that all the parties involved in the City's Mural Arts Program are aware of the their rights, responsibilities and liabilities.

WHEREAS, the City and the JCIA wish to collaborate on the creation of have 35 murals by the end of 2014; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the City execute this Cooperation Agreement with the JCIA to facilitate the City's Mural Arts Program pursuant to the terms and conditions of the Agreement attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED THAT by the Municipal Council of the City of Jersey City that the City execute these Agreements attached hereto as Exhibit C between the Artists participating in the City's Mural Arts Program and these Agreements between the Property Owners participating in the City's Mural Arts Program.

1. The Business Administrator is authorized to execute this Agreement between the City of Jersey City and the Jersey City Incinerator Authority to create the Mural Arts Program.
2. The Business Administrator is authorized to execute the Agreements between the Artists participating in the City's Mural Arts Program and Agreements between the Property Owners participating in the City's Mural Arts Program.
3. These Agreements attached as Exhibits A-C shall be substantially in the form attached, subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel or the Business Administrator.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6/25/14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

EXHIBIT A

COOPERATION AGREEMENT

This Agreement is made this _____ day of _____, 2014, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07305, hereinafter designated as "the City" and the **JERSEY CITY INCINERATOR AUTHORITY**, an autonomous public body with offices at 501 Route 440, Jersey City, New Jersey 07302, hereinafter designated as "the JCIA."

WHEREAS, the Jersey City Incinerator Authority, (JCIA) has been aggressively removing graffiti throughout Jersey City with grant monies it has obtained through the State's Clean Communities Grant program; and

WHEREAS, the City wishes to replace the aforementioned graffiti with murals painted by local artists; and

WHEREAS, murals have proven to be a proactive approach toward graffiti prevention, blight reduction, and community engagement; and

WHEREAS, murals can also raise property value as well as offer educational opportunities; and

WHEREAS, the City and the JCIA have already partnered informally on the creation of murals throughout the City and there are currently 11 murals already on display which resulted from this informal partnership; and

WHEREAS, the City and the JCIA wish to formalize this partnership through the execution of this Cooperation Agreement; and

WHEREAS, on June 25, 2014, the Municipal Council of the City adopted a Resolution authorizing the execution of this Cooperation Agreement with the JCIA to partner in the implementation of the Jersey City Mural Arts Program.

NOW, THEREFORE, the parties mutually agree as follows:

1. The City shall identify buildings or structures that would be suitable spaces to

display murals with priority given to those buildings or structures that have or tend to attract graffiti.

2. If approved by the owners of the aforesaid buildings or structures, the City shall recruit and select qualified artists to paint murals on these structures, and shall provide these artists with the supplies necessary to complete the murals, including the use of City vehicles to facilitate the application of large murals to multi-storey buildings and the assistance of City employees to operate such vehicles, as may be necessary.

3. The initial costs of applying these murals to the structures selected through the Mural Arts program shall be borne by the City, but upon completion of each mural, the City shall, within ten (10) days from the date of a the mural's completion, submit to the JCIA an application for reimbursement for the cost of the supplies necessary to complete the mural and any other reasonable expenses related to the completion of the mural, with a total budget not to exceed thirty thousand (\$30,000) dollars for the remainder of 2014.

4. The funds necessary to reimburse the City for the Mural Arts Program shall come from the monies awarded to the JCIA through the Clean Communities Grant program and shall not be drawn from the JCIA's general operating budget.

5. All of the above terms and conditions shall be binding on the City and the JCIA and any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

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

ATTEST: **CITY OF JERSEY CITY**

_____ BY: _____

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Business Administrator

WITNESS: **JERSEY CITY INCINERATOR AUTHORITY**

_____ BY: _____

OREN K. DABNEY, SR.
Executive Director

EXHIBIT B

Mural Locations & Artists

1. 215 Coles Street

ARTIST: Travis W. Simon

2. 680 Bergen Avenue

ARTIST: Abdul Gonsalves

3. 318 Martin Luther King, Jr. Drive

ARTIST: Aena Son

4. 322 Martin Luther King, Jr. Drive

ARTIST: Peter Daverington

5. 396 West Side Avenue

ARTIST: Kati Vilim

6. 191 Bay Street

ARTIST: Fermin Mendoza

7. Garfield Avenue at Terry Dehere Park

ARTIST: Katherine Hart

8. Turnpike Wall at Garfield Avenue

ARTIST: Karl Miller Espinosa

9. Conrail Trestles (Grand Street & Montgomery Street)

ARTIST: Andrea von Bujdoss

Additional Artists chosen for participation in the Mural Arts Program

Mark Samsonovich
Kim Braton
Shaun Edwards
Cory Flemming
Andy Dolan

EXHIBIT C



**CITY OF JERSEY CITY MURAL PROJECT
ARTIST AGREEMENT**

This agreement is made on _____, 2014 between
_____ (herein called the "Artist")

who resides at _____

and the City of Jersey City (herein called the "City") doing business at 280 Grove Street, Jersey City, New Jersey 07302.

This agreement shall be governed by and constructed in accordance with the laws of the State of New Jersey. Any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in New Jersey.

I. Artist's Obligations

1. The mural shall be painted on the _____ facing wall of the Owner's building located at _____ Jersey City, New Jersey _____.
2. The mural must be completed by _____, 2014.
3. The Artist will be responsible for all artists' supplies and materials, equipment, accommodations, travel and personal accident insurance during the execution of the mural.
4. The Artist shall complete a rendering the mural for approval by the design review committee and the Owner.
5. The Artist must work with the Owner of the building to set a schedule for painting.
6. Copyright of the mural and the initial rendering and all drafts of the mural shall remain with the Artist.
7. The Artist will have first right to work on repairs of the mural.
8. The Artist agrees that by painting the mural the Artist retains no easement or property right in the building upon which the mural is applied.
9. The Artist shall have no right to a claim of loss or damage in the event that the wall upon which the mural is located is torn down or altered.

10. Artist shall indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of the Owner(s), anyone directly or indirectly employed by the Owner(s) or anyone that the Owner(s) controls (collectively "Liabilities").
11. Artist shall indemnify and hold harmless the Owner(s), anyone directly or indirectly employed by the Owner(s) or anyone that the Owner(s) controls (collectively "Liabilities") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence of the Owner(s), anyone directly or indirectly employed by the Owner(s) or anyone that the Owner(s) controls (collectively "Liabilities").
12. Artist understands that he/she is an independent contractor and is not an agent of the City.

PAINTING MY MURAL WILL REQUIRE THE USE OF THE CITY'S BUCKET TRUCK

13. If the box above has been checked, by signing this document, Artist certifies that he/she has taken the required course in Bucket Truck Safety and hereby affirms that he/she will adhere to all precautions and safety measures required of bucket truck users.

II. The City's Obligations

1. The City shall instruct the Artist as to details of the work being commissioned.
2. The City shall pay a \$ _____ stipend to the Artist for the mural.
3. The Artist's stipend will be split into three (3) payments: One third (1/3) of the stipend will be paid upon the execution of this agreement; the second one third (1/3) will be paid to the Artist after the committee approves the Artist's rendering, and the final installment will be paid to the Artist upon the mural's completion and final approval by the City.
4. The City reserves the right to allow third parties to reproduce the image for promotional purposes.
6. The City will notify the Artist if the mural needs repairs.
7. In the event that the wall is demolished or painted over, the City will notify the Artist prior to demolition.

SIGNED
THE CITY OF JERSEY CITY

AUTHORIZING OFFICIAL: _____

TITLE: _____ DATE: _____

ATTEST: _____

CITY CLERK

ARTIST

NAME: _____ DATE: _____

ATTEST: _____



**CITY OF JERSEY CITY MURAL PROJECT
PROPERTY OWNER AGREEMENT**

THIS AGREEMENT made in duplicate this _____ day of _____, 2014
BETWEEN:

THE CITY OF JERSEY CITY
Hereinafter referred to as the "City"

– and –

Hereinafter referred to as the "Owner"

WHEREAS the City of Jersey City, is a municipal corporation authorizing designated artist(s) to create public art murals,

AND WHEREAS the Owner is the owner of the building located at _____, Jersey City, New Jersey _____,

Block Number _____ and Lot Number _____.

1. The Owner hereby agrees to permit the artist(s) designated by the City to paint a mural on the _____ facing wall, hereinafter called the "Wall" of the Owner's building.
2. The Owner agrees not to deface, cover, destroy, damage, alter or directly obstruct the visibility of the mural without reasonable notification to the City.
3. A theme for the mural will be established and a sketch proposal will be presented to the Owner for approval before painting.
4. The Owner agrees that if repairs are required to be made to the Wall, the Owner will notify the City in writing of this intention to repair. Once authorization has been received from the City, the Owner agrees to proceed with the approved repairs using all reasonable efforts to minimize the damage to the mural. The Owner agrees that if damage to the mural results from these repairs, the Owner will allow the artist access to retouch/repair the mural as needed.
5. The City will use all reasonable efforts not to interfere with the business being conducted by the Owner and/or occupiers of the building, or the quiet enjoyment of the Owner and/or tenants of the building. The Owner will assist the City to coordinate the painting and repair of the mural with the affected tenant(s)/occupier(s) of the building.
6. By prior appointment, the Owner agrees to permit the artist(s) designated by the City to have access to the building and grounds, at reasonable times, in order to complete the mural and to undertake any necessary inspections, approvals or repairs. The City will use all reasonable

efforts not to interfere with the business conducted by the Owner and/or occupiers of the building, or the quiet enjoyment of the Owner and/or tenants of the building.

7. The Owner agrees to notify the City if the building is sold. Nothing in this agreement shall be construed as a restraint on alienation, nor is this mural intended to signify the existence of an easement or property right by the City or the artist in this building.
8. In the event that the Wall with the mural is to be demolished or painted over, the Owner will notify City prior to the demolition or painting.
9. Owners of buildings within the City's designated Historic Districts are prohibited from applying murals to the exterior of their buildings.
10. The Agreement shall remain in effect for as long as the Owner wishes. The Owner is free at his or her choosing to remove the mural at any time after providing written notice to the City of the intention to rescind this Agreement and upon written confirmation from the City that this Agreement has been rescinded. The cost of removing the mural once the Owner has rescinded this Agreement shall be borne by the Owner.
11. Owner shall indemnify and hold harmless the City and its officers, designated agents, departments, officials and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of the Artist, anyone directly or indirectly employed by the Artist or anyone that they control (collectively "Liabilities").
12. Owner shall indemnify and hold harmless the Artist, anyone directly or indirectly employed by the Artist or anyone that they control (collectively "Liabilities") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence of the Artist, anyone directly or indirectly employed by the Artist or anyone that they control (collectively "Liabilities").
13. This agreement shall be governed by and constructed in accordance with the laws of the State of New Jersey. Any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive jurisdiction of the State and/or Federal courts located in New Jersey.

SIGNED
THE CITY OF JERSEY CITY

AUTHORIZING OFFICIAL: _____

TITLE: _____ DATE: _____

ATTEST: _____

CITY CLERK

OWNER

NAME: _____ DATE: _____

ATTEST: _____

First American Title Insurance Company

SCHEDULE C

LEGAL DESCRIPTION

File No.: HR 29,564-A

ALL that certain lot, parcel or tract of land, situate and lying in the City of Jersey City, City of JERSEY CITY, County of Hudson, State of NEW JERSEY, and being more particularly described as follows:

BEGINNING at a point on the southwesterly sideline of Linden Avenue East a/k/a Linden Lane, where the same is intersected by the northwesterly sideline of Lehigh Valley Railroad Company Right-Of-Way and running thence:

- (1) Along said Right-Of-Way, South 44 degrees 06 minutes 20 seconds West a distance of 412.51 feet to a point; thence
- (2) Leaving said Right-Of-Way, North 44 degrees 27 minutes 10 seconds West a distance of 225.74 feet to a point; thence
- (3) North 51 degrees 33 minutes 30 seconds East a distance of 474.54 feet to a point on the southwesterly sideline of said Linden Avenue East; thence
- (4) Along said sideline, South 24 degrees 41 minutes 00 seconds East a distance of 176.04 feet to the point and place of BEGINNING.

Being commonly known as 21 East Linden Avenue, Jersey City, New Jersey.

Being also known as Lot Y in Block 1510 on the City of Jersey City Tax Map.

The above description is in accordance with a survey made by Steven L. Koestner, P.E. & L.S. dated June 25, 2003.

ISSUED BY:
HUDSON REALTY ABSTRACT CO.
659 NEWARK AVENUE
JERSEY CITY, NJ 07306
TELEPHONE: 201-792-2711 FAX: 201-792-2811

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

City Clerk File No. Res. 14.459

Agenda No. 10.Z.22

Approved: JUN 25 2014

TITLE:



RESOLUTION REAPPOINTING COUNCILPERSON JOYCE E. WATTERMAN AS A MEMBER OF THE JERSEY CITY PLANNING BOARD

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, pursuant to N.J.S.A. 40:44D-23.a, the Planning Board of the City of Jersey City consists of nine members, one of whom (designated as the Class III member) is a member of the governing body appointed by the governing body; and

WHEREAS, the term of the Class III member is for a term of one year or the termination of his or her term of office, whichever occurs first; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that **Councilperson Joyce E. Watterman**, be reappointed a **Class III Member of the Jersey City Planning Board** to serve for a term that will expire on June 30, 2015.

RB:sgj

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 6.25.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.460
 Agenda No. 10.7.23
 Approved: JUN 25 2014
 TITLE: _____



RESOLUTION AUTHORIZING THE GRANTING OF A PERMIT TO D&M FIREWORKS, LLC, FOR A FIREWORKS DISPLAY ON JULY 16th, 2014

COUNCIL Offered and moved adoption of the following Resolution:

WHEREAS, D&M Fireworks, LLC, has applied for a permit to display fireworks on July 16, 2014 for Our Lady of Mt. Carmel Church located at 99 Broadway, Jersey City, N.J.; and

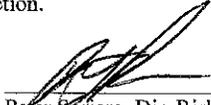
WHEREAS, the application for fireworks display has been reviewed and approved by Robert Cowan, Chief of Police and Dennis Nuber, Fire Official, and is in compliance with the regulations of the Fire Prevention Code of the City; and

WHEREAS, D&M Fireworks, LLC, has obtained public liability insurance in the total amount of \$1,000,000 covering bodily injury and property damage with the City of Jersey City being named as an additional co-insured; and

WHEREAS, N.J.S.A. 21:3-3 provides that the permits for the display of fireworks must be authorized by resolution of the Municipal Council.

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

- (1) A permit be issued to D&M Fireworks, LLC, to display fireworks for Our Lady of Mt. Carmel Church on July 16, 2014 at Our Lady of Mt. Carmel Church, 99 Broadway, Jersey City, New Jersey; and
- (2) The permit be issued on condition that no fireworks display shall commence later than 10:00 P.M. on said date; and
- (3) The permit be canceled in the event that D&M Fireworks, LLC, fails to comply with any of the provisions of the Fire Department Code of the City of Jersey City; and
- (4) A duplicate copy of the application and permit be forwarded to the Bureau of Explosives of the Department of Labor for filing and public inspection.


 Peter Soriero, Dir. Risk Management

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk



FIRE OFFICIAL'S OFFICE
JERSEY CITY FIRE DEPARTMENT
FIRE PREVENTION BUREAU
465 MARIN BLVD.
JERSEY CITY, NJ 07302
(201) 547-4260//FAX (201) 547-5733



The undersigned, carrying on the business of pyrotechnics, manufacturing and the displaying of fireworks at PO Box 503 City: Bally

State of: Pennsylvania makes application, as required by Law, to have a Public Display of Fireworks, in accordance with the rules and regulations of the City of Jersey City and National Fire Protection Association (NFPA) 1123, Code for Outdoor Display of Fireworks and the National Fire Protection Association (NFPA) 1124, Code for the Manufacturing, Transportation and the Storage of Fireworks.

Violations of any of the conditions imposed by the City of Jersey City, will result in the immediate cancellation of the permit, and steps will be taken to punish the offenders as provided in the Laws of New Jersey, and the Ordinance of the City of Jersey City, New Jersey. This application must be completed and in the Office of the Fire Official 15 days prior to the fireworks display.

NAME OF SPONSOR: Mike Manzo

ADDRESS: 82 Wright Avenue

CONTACT PERSON: Mike Manzo PHONE# 201-522-4756

SPECIFIC LOCATION OF DISPLAY: Fayette Ave. Between West Side & Giles

(A dimensional diagram shall be submitted with this application and shall include a discharge site, spectator viewing area(s), parking area and fallout area)

DATE AND HOURS OF DISPLAY: 7/16/14 Approx: 3 - 5 PM & 9:45 PM

DURATION OF DISPLAY: 15 Minutes

NAME OF PERSON(S) IN CHARGE (ON SITE) --LOADING/DISCHARGING FIREWORKS:
Tom Corle

STATE TRANSPORT ROUTE FROM ENTERING JERSEY CITY TO POINT OF STORAGE AND/OR DISPLAY SITE:
US-1 / US-9 to Broadway to Giles

STORAGE SITE OF FIREWORKS PRIOR TO DISPLAY:
No storage required. Fireworks will be locked in truck and setup on arrival.

LIST SIZE AND QUANTITY OF FIREWORKS ON THIS FORM BELOW:

Size: 2.5" Shells	inches	Quantity: 280
Size: 1.5" Multi Shot Cakes	inches	Quantity: 20
Size: _____	inches	Quantity: _____
Size: _____	inches	Quantity: _____
Size: _____	inches	Quantity: _____
Size: _____	inches	Quantity: _____
Size: _____	inches	Quantity: _____
Size: _____	inches	Quantity: _____
Size: _____	inches	Quantity: _____

NOTE: THE USE OF 12 INCH AND LARGER FIREWORKS ARE PROHIBITED IN THE CITY OF JERSEY CITY.

THE FOLLOWING IS ALSO REQUIRED WITH THIS APPLICATION:

1. Copy of insurance in a sum of not less than \$1,000,000 conditioned for the payment of all damages incurred.
2. A Hold-Harmless agreement for the City of Jersey City.
3. Check made payable to "Treasurer, City of Jersey City" for all required fees.
4. Certificate of Fitness, by the employer, for each person who will do the actual discharging of the fireworks.
5. Copies of all permits, letters of permission or acknowledgements for the display from all other agencies having jurisdiction, e.g., FAA, US Coast Guard, Port Authority of NY & NJ, NJ State Park Service etc.

APPLICANT NAME: D&M Fireworks, LLC

ADDRESS: PO Box 503
Bally, PA 19503

APPLICANT'S SIGNATURE: *David Albotz* DATE: 6/11/14
(Signature acknowledges receipt of Jersey City Fire Department's "Guidelines for Display of Fireworks")

APPROVALS:  DATE: 6-12-14
FIRE OFFICIAL DATE

CHIEF OF POLICE DATE

UPON APPROVAL
FORWARD TO LAW DEPARTMENT FOR CITY COUNCIL RESOLUTION

**FIREWORKS DISPLAY
HOLD HARMLESS AGREEMENT**

Between the Borough/Township/City/County of City of Jersey City
and D&M Fireworks, LLC (Contractor).

WITNESSETH:

1. D&M Fireworks, LLC _____ (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of City of Jersey City from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: \$500,000

General Liability: \$1,000,000

Automobile Liability: \$1,000,000

Umbrella Liability: \$4,000,000

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

Event: Mt. Carmel Celebration 2014 Date: 7/16/14 Rain Date: NA

Dated: 6/11/14 Signed: *Daniel Alford*
(Contractor)

Witness: *Skip Markacs*



U.S. Department
of Transportation

Eastern Service Center
Operations Support Group
AJV-E2

1701 Columbia Ave.
College Park, GA 30337

REQUEST FOR FIREWORKS DISPLAY

Company Name: D&M Fireworks, LLC

Email Address of Person Requesting the Show: dave@dmfireworks.com

Event Name: Mt. Carmel Celebration

Display Date: 7/16/14 Rain Date: NA

Display Start Time: 9:30 PM

Duration of Fireworks Display: 25 Minutes

Max Height of Fireworks 250'

City or Town and State (Physical Address): Jersey City, NJ

Latitude: 40° 44' 12.31" (North) Longitude: 74° 04' 15.19" (West)

Location or Special Notes: _____

Please email your request to:
9-ATO-ESA-OSG-Fireworks@faa.gov



U.S. Department
of Transportation

Eastern Service Center
Operations Support Group
AJV-E2

1701 Columbia Ave.
College Park, GA 30337

February 4, 2014

D&M Fireworks,

We received your letter regarding your proposed fireworks display for : 1. Montgomery Township NJ, 2. Hardyston Fireworks, 3. Mt. Carmel Celebration, 4. The Assumption Society, 5. Egg Harbor City Fireworks.

Date: As per fireworks display request form

Physical Location: As per fireworks display request form

POC at ATC Facility:

Steps to be taken by Firework Company:

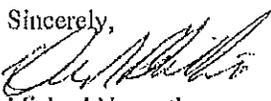
- ➔ Fireworks staff should remain vigilant to ensure that no aircraft are in the area prior to beginning the fireworks display.

Our office has no objection to this event provided all the above notifications and precautions are met.

This letter disposes of the Federal Aviation Administration's interest in this matter but should not be construed as superseding or invalidating any existing rules or regulations promulgated by any other federal, state, county, or municipal government, which may be required for this display. Please be sure to include on all future display request accurate locations or longitude and latitudes for display.

If you have any questions concerning this event, please contact David Phillips at (404) 305-5574.

Sincerely,

For: 
Michael Vermuth
Manager Tactical Operations Team
Eastern Service Area
Air Traffic Organization

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

City Clerk File No. Res. 14.461

Agenda No. 10.Z.24

Approved: JUN 25 2014

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED ACKNOWLEDGING THAT A PORTION OF THE PROPERTY KNOWN AS BLOCK 21101, LOT 46.01, FORMALLY KNOWN AS BLOCK 1978 LOT 52 IS OWNED BY THE ESTATE OF JAMES HARMON

WHEREAS, 72 Virginia Avenue, also known as Block 21101, Lot 46.01 and formerly known as Block 1978, Lot 52, is a one-family home that is owned by the Estate of James Harmon; and

WHEREAS, there was a driveway leading to the garage behind 72 Virginia Avenue that appeared to be part of an adjoining property known as Block 21101 Lot 47.01, and formerly known as Block 1978 Lot 51, that is Virginia Avenue Park; and

WHEREAS, the City of Jersey City ("City") Tax Map erroneously stated that all of Block 21101, Lot 47.01, formally known as Block 1978 Lot 51, (including the driveway to 72 Virginia Avenue) was owned solely by the City; and

WHEREAS, a title search and review of deeds, revealed that only the westerly portion of Lot 47.01 in Block 21101 was owned by the City as part of Virginia Avenue Park and that the easterly portion of Lot 47.01 in Block 21101, which contains the driveway behind 72 Virginia Avenue, was owned by the Estate of James Harmon; and

WHEREAS, after reviewing this matter with the Law Department, the Tax Assessor corrected the Tax Map and redrew the property line so that the portion of Lot 47.01 that is owned by the Estate of James Harmon became a part of Lot 46.01; and

WHEREAS, the Estate of James Harmon desires to sell 72 Virginia Avenue and the title company requires a Quitclaim Deed from the City to convey what was formerly designated as the easterly portion of Lot 47.01 (now a part of Lot 46.01) to the Estate of James Harmon in order to close on its contract of sale with the buyer;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor is hereby authorized to execute a Quitclaim Deed conveying a portion of Block 21101, Lot 46.01 (formerly the driveway, on the easterly portion of Block 21101, Lot 47.01) to the Estate of James Harmon.

6/4/2014

APPROVED: CR/kn

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.462

Agenda No. 10.Z.25

Approved: JUN 25 2014

TITLE:



RESOLUTION REJECTING ALL PROPOSALS RECEIVED BY THE CITY OF JERSEY CITY ON NOVEMBER 13, 2013 FOR EMERGENCY BASIC LIFE SUPPORT (BLS) AMBULANCE SERVICES

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 issued a Request for Proposals (RFP) for the provision of emergency basic life support (BLS) ambulance services for City of Jersey City (City); and

WHEREAS, the City accepted proposals on November 13, 2013 from two providers, Jersey City Medical Center (JCMC) and McCabe Ambulance (McCabe); and

WHEREAS, the RFP permitted respondents to submit a remuneration option to the City for the City's provision of First Responder Services; and

WHEREAS, the City has determined to substantially revise the specifications of the RFP, including by removing such remuneration option; and

WHEREAS, the City's Business Administrator recommends that all proposals received on November 13, 2013 be rejected and a new RFP be issued; and

WHEREAS, the City desires to reject all proposals received on November 13, 2013; and

WHEREAS, N.J.S.A. 40A:11-13.2(d) and N.J.S.A. 40A:11-4.5(d) authorize the rejection of all proposals when the specifications for the goods or services are substantially revised.

NOW, THEREFORE IT BE RESOLVED, by the Municipal Council of the City of Jersey City that because of the above stated reasons which are incorporated herein, all proposals received on November 13, 2013 for emergency BLS ambulance services is rejected, and the Purchasing Agent is authorized to issue a new RFP for this contract.

APPROVED: _____
APPROVED: _____
Business Administrator

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

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.463

Agenda No. 10.Z.26

Approved: JUN 25 2014



TITLE: RESOLUTION RECOGNIZING RUDDYS ANDRADE, 100TH PRESIDENT OF THE JERSEY CITY ROTARY CLUB, AND COMMENDING HIM FOR HIS YEARS OF SERVICE AND DEDICATION TO THE JERSEY CITY AND HUDSON COUNTY COMMUNITIES

WHEREAS, on June 26, 2014, the Jersey City Rotary Club will conduct its Changing of the Guard ceremony to welcome its 100th President, Ruddys Andrade, who joins a distinguished lineage of leaders to helm the Rotary Club, a world-class organization and one of the first international service organizations dedicated to building goodwill, protecting peace, and initiating humanitarian causes around the world. Ruddys' term will be one year, from July 1, 2014 to June 30, 2015; and

WHEREAS, the Jersey City Rotary Club (the "Club") was established with nineteen (19) charter members on August 1, 1916, just eleven (11) years after the founding in Chicago of Rotary International in 1905. Each year, during the Christmas season, the Club participates in giving gifts to residents of the Cusack Care Center in Jersey City. It also sends high school students to two-week summer camps for leadership training, among various initiatives. Members of the Club have created a wide range of community initiatives with lasting impact; and

WHEREAS, Ruddys is a lifelong Hudson County resident and spent most of his life and career serving his community. He was born in Union City, New Jersey, and attended its public schools. He received his bachelor's degree in history from Montclair State University. He held various positions in his hometown upon graduating, including with the Union City Board of Education and the city's Department of Public Affairs, before accepting a position at New Jersey City University (NJCU); and

WHEREAS, Ruddys worked in the Office of Grants and Sponsored Programs ("OGSP") at NJCU for fifteen (15) years, rising through the ranks to become the Associate Vice President of Academic Affairs. Under his watch, the OGSP secured over \$30M in external grant funding for University programs, services, capital improvements, and equipment acquisition. He worked closely with the 80th Anniversary Gala Fundraising Committee and personally raised \$125,000 for the event. Currently, Ruddys serves as the Director of Grants and Foundation Relations at CarePoint Health Foundation, cultivating private donors and prospective Board members, and serving on the Foundation's Community Advisory Group; and

WHEREAS, Ruddys served as a Founding Board Member for the University Academy Charter High School and remained on the Board for 10 years. He has served on many boards throughout Hudson County and across the nation. He is a proud member of the Board of Directors for the United Way of Hudson County. He is an active member of the Hispanic Association of Colleges & Universities and the Society of Research Administrators; and

WHEREAS, Ruddys was installed as a member of the Jersey City Rotary Club on August 18, 2011, sponsored by Dr. Howard Parish. Ruddys was elected to the Club's Board of Directors in April 2012, and as Vice President in June, with both terms beginning as of July 1, 2012. He received a Service Above Self Award on March 21, 2013. Ruddys is now planning the Club's second Legacy of Service dinner, which will take place on Thursday, October 23, 2014 of this year at Maritime Parc; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby recognize Ruddys Andrade as the 100th President of the Jersey City Rotary Club, and applaud his leadership and contributions to the Jersey City community.

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Recognizing Ruddys Andrade, 100th President of the Jersey City Rotary Club, and Commending Him for His Years of Service and Dedication to the Jersey City and Hudson County Communities

Initiator

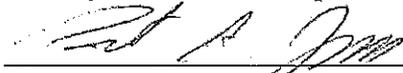
Department/Division	Municipal Council	
Name/Title	Rolando R. Lavarro, Jr., Council Pres.	
Phone/email	201-547-5458	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Municipal Council seeks to recognize Ruddys Andrade, the incoming (and 100th) President of the Jersey City Rotary Club, and applaud his service to the local community.

I certify that all the facts presented herein are accurate.



Signature of Department Director

6/19/14
Date

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

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

City Clerk File No. _____ Res. 14.464

Agenda No. _____ 10.Z.27

Approved: _____ JUN 25 2014

TITLE:



A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH RIVERVIEW COMMUNITY GARDEN TO ALLOW FOR THE ESTABLISHMENT OF A TEMPORARY BEE COLONY IN THE COMMUNITY GARDEN LOCATED AT 285 OGDEN AVENUE, BLOCK 3002, LOT 2, AS PART OF A PILOT URBAN BEEKEEPING PROGRAM

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, The City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, Jersey City, New Jersey; and

WHEREAS, on February 23, 2011, the Municipal Council adopted Ordinance 11-019 which authorized the leasing of vacant land to non-profit corporations in connection with the City's "adopt-a-lot" program; and

WHEREAS, the property located at 285 Ogden Avenue has been set aside as a community garden pursuant to the City's adopt-a-lot program; and

WHEREAS, Riverview Community Garden is a non-profit organization, and has been administering the community garden located at 285 Ogden Avenue; and

WHEREAS, Riverview Community Garden wishes to install a bee colony (apiary) in the community garden located at 285 Ogden Avenue as part of a pilot urban beekeeping program; and

WHEREAS, bee pollination helps the ecosystem remain diverse and sustainable; and

WHEREAS, bees are a crucial source of plant pollination and are therefore a key element in the food chain which supplies both animals and humans; and

WHEREAS, the widespread use of pesticides has had a deleterious effect on the bee population worldwide threatening both the ecosystem and the food chain; and

WHEREAS, Riverview Community Garden believes that the installation of an apiary at 285 Ogden Avenue will increase local plant pollination and garden output and will provide a positive boost to the local ecosystem; and

WHEREAS, Riverview Community Garden agrees to designate a professional beekeeper (apiarist) to manage the apiary; and

WHEREAS, the installation of the apiary will be at no cost to the City; and

WHEREAS, after the conclusion of the one year License period, Riverview Community Garden and the City's Department of Health and Human Services will collaborate on a report to the Municipal Council on the merits of continuing and expanding the Urban Beekeeping Program.

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

1. A License Agreement with Riverview Community Garden, Inc. with offices located at 11 Cuneo Place, Apartment BD, Jersey City, New Jersey 07307 is hereby approved.
2. The Business Administrator is authorized to execute a License Agreement subject to the

TITLE: **A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH RIVERVIEW COMMUNITY GARDEN TO ALLOW FOR THE ESTABLISHMENT OF A TEMPORARY BEE COLONY IN THE COMMUNITY GARDEN LOCATED AT 285 OGDEN AVENUE, BLOCK 3002, LOT 2, AS PART OF A PILOT URBAN BEEKEEPING PROGRAM**

following terms:

- A. The Property: Block 3002, Lot 2 on the official tax map of the City, more commonly known by the street address of 285 Ogden Avenue, Jersey City, New Jersey 07307.
 - B. The Term: A period not to exceed one (1) year from the date of execution.
3. The final version of the License Agreement shall be substantially in the form attached, subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel or the Business Administrator.

JJH
6/16/14

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

Full Title of Resolution

LICENSE AGREEMENT WITH RIVERVIEW COMMUNITY GARDEN TO ALLOW FOR THE ESTABLISHMENT OF A TEMPORARY BEE COLONY IN THE COMMUNITY GARDEN LOCATED AT 285 OGDEN AVENUE, BLOCK 3002, LOT 2, AS PART OF A PILOT URBAN BEEKEEPING PROGRAM

Initiator

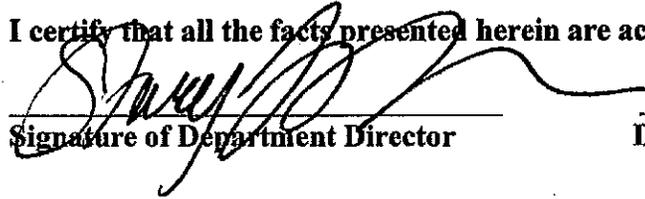
Department/Division	HHS	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6560	Sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this resolutions is to allow for the Riverview Community Garden to use its Adopt-a-Lot lot (Block 3002, Lot 2) as a community garden pursuant to an existing Lease Agreement attached hereto. Under the authority of this License Agreement, the Licensee will be permitted to keep an active bee colony (apiary) on the lot to facilitate pollination as part of the Urban Beekeeping Pilot program.

I certify that all the facts presented herein are accurate.



Signature of Department Director

6/18/14
Date

LICENSE AGREEMENT
Between
THE CITY OF JERSEY CITY and RIVERVIEW COMMUNITY GARDEN,
OPERATORS OF THE COMMUNITY GARDEN LOCATED AT 285 OGDEN AVENUE

This **LICENSE AGREEMENT** dated the ____ day of June, 2014, between the **CITY OF JERSEY CITY** (Licensors) with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and **RIVERVIEW COMMUNITY GARDEN**, A New Jersey Non-Profit Corporation, (Licensee) with offices located at 11 Cuneo Place, Apartment BD, Jersey City, New Jersey 07307, provides as follows:

SECTION ONE
Property

The Licensors own a certain property located at 285 Ogden Avenue, Jersey City, New Jersey 07307, also described as Block 3002, Lot 2, consisting of approximately 0.0342 acre of vacant, unimproved property (Property or Lot).

SECTION TWO
Services

Licensors have allowed to the Licensee to use this Lot as a community garden pursuant to an existing Lease Agreement attached hereto. Under the authority of this License Agreement, the Licensee will be permitted to keep an active bee colony (apiary) on the lot to facilitate pollination as part of the Urban Beekeeping Pilot program.

SECTION THREE
Term

This License Agreement shall commence on June ____, 2014. This License Agreement shall be in effect for one (1) year from the above date.

SECTION FOUR
Fees

There are no fees associated with the Licensee's use of this lot and the Licensee's use of the lot to host an apiary will be at no cost to the Licensor.

SECTION FIVE
Quiet Enjoyment

Nothing in this License Agreement shall be construed as a limit on the term of the existing Lease between the City and the Licensee. During the term of this License Agreement the Licensor shall not terminate the existing Lease. The Licensee shall enjoy the use and quiet enjoyment of the Lot during the term of this License Agreement.

SECTION SIX
Maintenance and Security

The Licensee shall be responsible for providing security and for keeping the lot in good order and for ensuring that the apiary is secure from unauthorized use or manipulation. If, for any reason the Licensee fails to adequately secure the apiary, and the bees should escape, the Licensee must immediately notify the Licensor. The Licensor reserves the right to terminate the License Agreement without further notice. In this event, the Licensee's Lease shall continue unchanged.

SECTION SEVEN
Professional Oversight Required

Licensee shall utilize the services of a professional beekeeper (apiarist) to ensure that all proper precautions are followed, including, but not limited to, construction of a six-foot fence to enclose the apiary, placement of a water source near the apiary, placement of a "bait hive" near the apiary to discourage the colony from moving beyond the confines of the lot.

SECTION EIGHT
Report on Findings

After the conclusion of the one year License period, the Licensee will collaborate with the Licensor's Department of Health and Human Services on a report to the Municipal Council on the merits of continuing and expanding the Urban Beekeeping Program.

SECTION NINE
Notices

All notices between the parties hereto shall be addressed and delivered to the following:

City: City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Licensee: Riverview Community Garden
11 Cuneo Place
Apartment BD
Jersey City, New Jersey 07307

IN WITNESS WHEREOF, the parties to this agreement have executed this License Agreement as of the ____ day of June, 2014.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

ATTEST:

RIVERVIEW COMMUNITY GARDEN

Tonja F. Jordan, Esq.
President

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

City Clerk File No. Res. 14.465

Agenda No. 10.Z.28

Approved: _____

TITLE:

WITHDRAWN



RESOLUTION AUTHORIZING A CLOSED CAUCUS OF THE MUNICIPAL COUNCIL ON WEDNESDAY, JUNE 25, 2014, TO DISCUSS PENDING LITIGATION AND/OR MATTERS WITHIN THE ATTORNEY-CLIENT PRIVILEGE RELATING TO THE AMENDMENT OF THE CITY'S PROFESSIONAL SERVICE AGREEMENT WITH THE LAW FIRM OF WEINER LESNIAK

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:5-1 et seq. (Act), authorizes a governmental body to hold closed sessions to discuss pending litigation and/or matters within the attorney-client privilege; and

WHEREAS, the Act requires that a closed session be authorized by Resolution, which shall indicate when the minutes of the closed session shall be released to the public; and

WHEREAS, the Council wishes to discuss pending litigation and matters within the attorney-client privilege that necessitate the amendment to the Professional Service Agreement with the law firm of Weiner Lesniak, including but not limited to the litigation with Port Authority of New York/New Jersey.

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

1. a closed caucus of the Council be held during the regular Council Meeting scheduled for Wednesday, June 25, 2014, to discuss pending litigation and/or matters within the attorney-client privilege relating to the amendment of the City's Professional Service Agreement with the law firm of Weiner Lesniak.
2. that the minutes of this closed caucus be released to the public when the Corporation Counsel deems that the legal interest of the City of Jersey City will not be affected by such release.

JM/he
6/23/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

City Clerk File No. Res. 14.466
 Agenda No. 10.Z.29
 Approved: JUN 25 2014



TITLE:

Resolution Honoring Peter Soriero On the Occasion of His Retirement

WHEREAS, Peter Soriero was born on May 31, 1956 at Margaret Hague Hospital in Jersey City. Peter is the second child born to the late Ann (Bentivegna) and the late Gus Soriero. Ann Soriero was a homemaker and seamstress and Gus Soriero worked for the City of Jersey City for thirty-five years, retiring as Deputy Director of the Department of Public Works; and

WHEREAS, Peter Soriero graduated from St. Paul's Grammar School (Greenville), Marist High School and New Jersey City University (formerly Jersey City State College). Peter began his career in the insurance industry in 1977 with New Jersey Manufacturers Insurance Company; and

WHEREAS, Peter Soriero began employment with the Jersey City Parking Authority in July 1988 and was Acting Director prior to becoming the City Risk Manager on January 2, 1990. As Risk Manager, Peter supported the Insurance Fund Commission and was responsible for many procedures to limit the liability of the city in many areas; and

WHEREAS, Peter could always be found at the Command Center of the Office of Emergency Management during any significant event and volunteered his time during major crisis. Peter's hard work made the Annual Fraternal Order of Police Golf Outing successful during his many years of volunteerism; and

WHEREAS, Peter is married to Debra Cangli Soriero. Debra's family founded, owned and operated the weekly *Reporter* newspapers throughout Hudson and Bergen Counties.

WHEREAS, Peter's brother Paul is a retired Jersey City Fire Department (JCFD) Battalion Chief and his nephew Scott is a JCFD Captain.

WHEREAS, the Sorieros and Bentivegnas have had many family members working in public service as police officers, firefighters, teachers, elected officials and various civilian positions.

WHEREAS, Peter Soriero has announced his intention to retire on June 30, 2014 after 26 years of excellent service and dedicated service to the city.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City is proud to honor Peter Soriero for his many years of excellent public service. We wish him continued health and happiness in his retirement.

G:\WPDOCS\TOLONDA\RESOS\RETIRE\Peter Soriero - submitted by Robert Byrne.docx

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.467

Agenda No. 10.Z.30

Approved: JUN 25 2014

TITLE:



Resolution Authorizing the City of Jersey City to enter into reimbursement Agreements with the New Jersey Department of Labor & Workforce Development under the State's Work First New Jersey Program to provide On the Job Training.

WHEREAS, under the State of New Jersey's Welfare Program, Work First New Jersey emphasizes work as the first step toward building a new life and a brighter future; and

WHEREAS, the programs goals are to help people get off welfare, secure employment and become self-sufficient, through job training, education and work activities; and

WHEREAS, such agreement are authorized pursuant to N.J.S.A. 40A:11-5(2) because it is with the State of New Jersey; and

WHEREAS, under the Work First New Jersey On the Job Training Program the employer can receive up to half of a new employee's gross wages for up to 26 weeks to help defray the costs of their training.

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

1. The Mayor or Business Administrator are hereby authorized to enter into reimbursement agreements with the New Jersey Department of Labor and Workforce Development for the purposes of providing on the job training employment to eligible individuals. Such agreements shall be in the form attached hereto subject to such modification as may be deemed necessary or appropriate by the Corporation Counsel.

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 6.25.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rafaelo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing the City of Jersey City to enter into reimbursement Agreements with the New Jersey Department of Labor & Workforce Development under the State's Work First New Jersey Program to provide On the Job Training.

Initiator

Department	HEDC	
Name/Title	Anthony Cruz	Director
Phone/email	201-547-5606	Acruz@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution is for the purpose of entering into a reimbursement Agreement with the NJ Labor Department On-the-Job- Training (NJOJT) Program, for a new hire from The WorkFirst Program participants who depends on the active engagement of the state's business community to help create opportunities for economically disadvantaged New Jersey citizens. This program will give the city a reimbursement incentive for 26 weeks, the breakdown of this payment reimbursements to the city will be 100% of new hire wages for 13 weeks, then the second 13 weeks will be at 50%...

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Elena Bustamante

To: Anthony Cruz
Subject: What the NJOJT Program Provides

The work force program provides as follows:

WorkFirst New Jersey On-the-Job Training (OJT) Program

With the WorkFirst New Jersey On-the-Job Training (OJT) program, you can receive up to half of your new employees' gross wages for up to 26 weeks to help defray the costs of their training.

Employment specialists at your local One-Stop Career Center will pre-screen job applicants from the WorkFirst New Jersey and Food Stamp Employment & Training programs. A WorkFirst New Jersey participant is someone who is receiving public assistance such as Temporary Assistance for Needy Families, General Assistance, or non-public assistance Food Stamps. The most qualified applicants will be referred to you. You can then interview candidates and make the final hiring decision.

Before you hire a WorkFirst participant, you will meet with an OJT specialist of the New Jersey Department of Labor and Workforce Development to draw up a contract. The contract will outline the on-the-job training requirements for each position, and specify your training reimbursement.

The WorkFirst Program depends on the active engagement of the state's business community to help create opportunities for economically disadvantaged New Jersey citizens.

To participate in this initiative:

- Trainees must be participants in the WorkFirst New Jersey or Food Stamp Employment and Training programs.
- Trainees must be paid the applicable state or federal minimum wage, or \$8.50 an hour, whichever is highest.
- The contract period must be at least four weeks (20 working days), but not longer than six months (130 working days), depending on the complexity of skills to be learned.
- Positions must be full time and permanent, except in special situations.
- Employers will retain trainees as permanent employees upon satisfactory completion of the training period.
- The OJT contract exists at the discretion of the Department of Labor and Workforce Development.

Incentives:

- Your OJT specialist will complete all the paperwork.
- You may use OJT reimbursement to help fund the first six months of an apprenticeship program for qualified WorkFirst participants.
- Employers who hire WorkFirst participants also may be eligible for the Work Opportunity Tax Credit (but not during the WorkFirst OJT period).

For more information about WorkFirst OJT, contact a Business Representative at your local Business Resource Center.

ON-THE-JOB TRAINING (OJT) CONTRACT

Pending Approval

Contractor: JERSEY CITY Address: 280 GROVE CITY JERSEY CITY, NJ, 07302 Contact 30 MONTGOMERY STREET, SUITE 1400 Address: JERSEY CITY, NJ, 07302 Phone: (201)547-5606 Fax: DUNS#: 831,438,275.00	Contract #: 2014 WPAY TANF HN 3104 SVP Code: Originating Office: New Jersey Department of Labor and Workforce Development John Fitch Plaza, P.O.Box 055, Trenton, NJ 08625-0055 Phone: (609)984-4383 Attn:ALBA HECTOR Hector.Alba@dol.state.nj.us
IRS#: 226002013 00 Date:	

This agreement is entered into between the New Jersey Department of Labor and Workforce Development (LWD) and TAXPAYER ID 226002013, JERSEY CITY, to provide OJT training for OJT Participants as follows:

I.	Operation, SVP Code Name, SSN	No. of Trainees	Work Week Hrs.	Trainee Wage				Total Trainee Weeks	Cost Per Trainee	Total Cost Per Occupation
				Actual Hrly Wage	Allowable Hrly Wage	OJT Reimbursement	No. Hrs.			
	Office Clerks, General 43906100	1	38	\$14.36	\$14.36	\$14.36	494	13	\$7,093.84	\$7,093.84
	SOLERO, NOEMI *****6219	1	38	\$14.36	\$14.36	\$7.18	494	13	\$3,546.92	\$3,546.92
									\$10,640.76	\$10,640.76

II. This agreement has an effective starting date of 06/30/2014 and an effective completion date of 01/12/2015.

III. Payment Schedule (X) Monthly () Other (specify)

IV. Training Description (Describe processes, operations and skills to be learned.)

OFFICE CLERK JOB DESCRIPTION: Under close supervision, performs routine, repetitive clerical work involving the processing of documents, answering phones, maintaining files, and other related duties. TRAINING BENCHMARKS: 1. Will be trained to receive, screen, review, and verify documents. 2. Will be instructed to open, time stamp, sort, number, and distribute mail. 3. Will learn to compile information and/or numerical data. 4. Will be instructed on maintaining records and files. 5. Will be trained to transfer information onto forms, form letters, cards, envelopes, labels, charts, and transmittals.
--

V. The employer agrees:

V. The employer agrees:

1. To provide training and supervision to participants to attain acceptable entry level functioning in the occupation(s) as they exist in the employing establishment. This training and supervision will be included as 25% of the employers wage as an "in-kind" match. These "in-kind" match funds cannot be used and will not be used to satisfy the cost-sharing or matching requirement of another Federal program.
2. To hire participants at the inception of the agreement as members of his/her regular work force, and to retain all trainees as permanent employees at the conclusion of the agreement, provided that the trainee has attained an acceptable entry functioning level.
3. To employ under this agreement only Temporary Assistance for Needy Families (TANF), Workforce 55+ (WF55+), General Assistance (GA) or Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamps) participants who have been certified by the NJ Department of Labor & Workforce Development (LWD), Division of Workforce Grants & Program Management as eligible for program services.
4. To provide On-the-Job Training or Subsidized Employment, whichever program is appropriate for this contract, utilizing qualified training instructor(s) for the respective occupation(s) shown on this contract.
5. To submit participant attendance payroll data for reimbursement of wages to the LWD Representative processing this contract.
6. To be in compliance with all Federal and State Laws and Regulations.
7. To notify, in writing, the Division of Workforce Grant & Program Management of the name, title and union affiliation of the appropriate bargaining representative, if the occupation(s) in which the employment and training offered is subject to a bargaining agreement. Concurrence by the appropriate bargaining representative as to the OJT or Subsidized Employment training program has been obtained.
8. To provide Workers Compensation protection for the trainee participant or accident and liability insurance coverage to an extent equal to such protection.
9. To cooperate with the representatives of the NJ Department of Labor and Workforce Development in evaluating the progress of the trainee participant and to ensure that the trainee participant's need for ancillary service is identified and provided.
10. The employer hereby covenants and agrees not to discriminate against any person who is employed in the work covered by this contract, or against any applicant for such employment because of race, religion, color, age, or national origin.
11. Employer agrees to contact the LWD Representative before participant is terminated for any reason.
12. No currently employed worker shall be displaced by any participant in the On-the-Job Training or Subsidized Employment Program. No participant shall be employed under this program if any other individual is on layoff from the same or substantially equivalent job; or when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized by this program.

Employer Signature

Date

(Type or Print Name)

(Title)