

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

City Clerk File No. Res. 14.645

Agenda No. 10.A

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2014 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.**

**COUNCIL**  
adoption of the following resolution:

offered and moved

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount,

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2014 Municipal Budget:

	FROM	TO
McGinley Square, Phase II LSP 2014	0	409,314
Wilson Street Pedestrian Safety Improvements	0	75,000
NJ Community Work Experience Program (CWEP)	0	10,640

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

	FROM	TO
McGinley Square, Phase II LSP 2014	0	409,314
Wilson Street Pedestrian Safety Improvements	0	75,000
NJ Community Work Experience Program (CWEP)	0	10,640

**BE IT FURTHER RESOLVED** that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM  
 BUSINESS ADMINISTRATOR CORPORATION COUNSEL  
 Certification Required   
 Not Required  **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

**RESOLUTION 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 INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2014 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.**

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	X5042	DonnaM@jcnj.org

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

**Resolution Purpose**

The resolution authorizes the insertion of grants into the CY 2014 budget that were received after the adoption.

I certify that all the facts presented herein are accurate.

Donna Mauer  
Signature of Department Director

9/29/14  
Date

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

City Clerk File No. Res. 14.646

Agenda No. 10.B

Approved: OCT 08 2014

TITLE:



## RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING THE BEST PRACTICES INVENTORY QUESTIONNAIRE

**COUNCIL**

**offered and moved**

**adoption of the following resolution:**

**WHEREAS**, the State's Fiscal Year 2015 Appropriations Act (P.L. 2014, c.14) requires municipalities to complete a Best Practices Inventory; and

**WHEREAS**, Local Finance Notice 2014-16 dated September 10, 2014 directs that the City of Jersey City must complete the Inventory and return it to the Division of Local Government Services by October 17, 2014; and;

**WHEREAS**, the Chief Financial Officer has coordinated with the Business Administrator to gather the necessary information needed to complete the Best Practices Inventory Questionnaire and have certified same; and

**WHEREAS**, the data collected by the Division of Local Government Services will be used to encourage municipalities to consider and embrace a range of best practices that will help improve financial accountability and transparency; and

**WHEREAS**, the results of this Best Practices Inventory Questionnaire will enable the Division of Local Government Services to determine how much aid will be allocated under the Consolidated Municipal Property Tax Relief Act and Energy Tax Receipt Act; and

**WHEREAS**, the Act requires the completed questionnaire be an agenda item for discussion at a Municipal Council meeting and the Municipal Clerk to certify to such; and

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City accepts the Best Practices Inventory Questionnaire as prepared by the Chief Financial Officer and Business Administrator.

APPROVED: *Dorinda Mauer*  
*040*

APPROVED AS TO LEGAL FORM  
*[Signature]*

APPROVED: *[Signature]*  
 Business Administrator

Corporation Counsel  
 Certification Required   
 Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION OF THE JERSEY CITY MUNICIPAL COUNCIL ACCEPTING THE BEST PRACTICES INVENTORY QUESTIONNAIRE**

**Initiator**

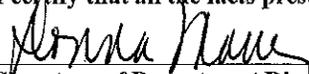
Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	X5042	DonnaM@cnj.org

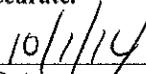
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

As per LFN 2014-16 the City must complete an inventory questionnaire regarding best practices and said questionnaire must be an agenda item for discussion at a Council meeting. The answers to this questionnaire will determine the percentage of State Aid received. Jersey City will receive 100% of their State Aid.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

Best Practices Worksheet CY 2014/SFY2015

Jersey City City (Hudson)			
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
Answer	Question		Comments
<b>General Management - GM</b>			
1	Yes	Sharing services has been promoted for many years as a means to control costs. In addition to sharing resources such as labor, facilities and equipment with a county or with neighboring communities, shared services include similar agreements with school boards, independent authorities and fire districts. Shared services do not include cooperative purchasing, cooperative pricing or commodity resale agreements. <u>Did your municipality actively negotiate (i.e. meet with representatives from a neighboring town, your county or another local unit) and/or enter into at least one new shared service agreement, or actively negotiate or enter into the renewal of at least one existing shared service agreement, in the preceding year?</u>	Shared service agreement with the Board of Education. Resolution on agenda for 10/8/14 Council Meeting. Shared service agreement with the JC Incinerator Authority being presented to Council on 10/22/14 meeting.
2	Yes	Traffic safety policies for utility and construction work should balance the interests of public safety with those of controlling costs. For example, uniformed police officers controlling a cul-de-sac may be excessive; while parking a policeman in a patrol car on a major highway to act in lieu of a "crash truck" may be insufficient and could endanger the officer. An appropriate traffic safety plan should include parameters governing when police officers, flag men and safety apparatus are used in different circumstances. <u>Has your municipality reviewed its policies and staffing requirements for providing traffic safety around utility and construction work, and implemented policies to assure that the most efficient and cost-effective approach is taken?</u>	
3	Yes	Has your municipality adopted a vehicle use policy prohibiting personal use of municipal vehicles, and providing that employees authorized to use such vehicles for commuting to/from work have a fringe benefit value added to the gross income reported on the employee's W-2 (unless the vehicle meets the "qualified non-personal vehicle" criteria specified by the IRS)? <b>Only answer "N/A" if your municipality does not have any municipally-owned vehicles.</b>	
4	Yes	Has the appropriate administrative official reviewed the <u>State Comptroller's June 25, 2013 Report</u> with respect to local government legal fees, and does your municipality follow the best practices outlined in the checklist annexed as an Appendix to the report?	

**Best Practices Worksheet CY 2014/SFY2015**

<b>Jersey City City (Hudson)</b>			
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
5	Yes	Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year's proposed budget including the full adopted budget for current year when approved by governing body; most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; easily accessible contact information for elected and appointed officials, municipal administrator or manager, municipal clerk, police chief, municipal court administrator and all department heads; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?	
6	Yes	Does your municipality require its elected officials to attend on an annual basis at least one instructional course covering the responsibilities and obligations of elected officials (for example: ethics, municipal finance, labor relations, risk management, shared services, purchasing, land use administration, personnel, technology etcetera)? This item may be satisfied either through a course approved for continuing education credit by DLGS, or in-house education provided by a professional, vendor or staff member (provided they have significant expertise in their profession and routinely prepare public presentations).	

Best Practices Worksheet CY 2014/SFY2015

Jersey City City (Hudson)			
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
Answer	Question	Comments	
7 Yes	With regard to your municipality's collective bargaining agreements that replaced contracts expiring on or after 1/1/11, is the overall impact of the aggregate economic costs limited to an average increase of 2% or less per year over the contract term? An example of such analysis can be found on the " <u>PERC Summary Form; Public Sector; Non-Police and Non-Fire; Section V Impact of Settlement</u> " and " <u>PERC Summary Form; Police and Fire; Section VII Impact of Settlement</u> "		
8 Yes	A municipality's participation in FEMA's <u>National Flood Insurance Program Community Rating System</u> can lead to significant flood insurance premium reductions for its homeowners. An explanation of the program may be found on FEMA's website at <a href="http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system">http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system</a> , and more information on how the NJDEP's statewide CRS coordinator can assist with improving your rating can be found at <a href="http://www.nj.gov/dep/floodcontrol/about.htm">http://www.nj.gov/dep/floodcontrol/about.htm</a> . <u>Does your municipality have, or is your municipality in the process of attaining, a Community Rating System ranking of at least Class 9?</u>		
9 Prospective	If the ratio of assessed values to market values in your municipality is presently less than 65%, is your municipality in the process of conducting a reassessment or revaluation?	The City is currently in litigation with the firm contracted to perform the revaluation.	
10 Yes	The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Forms. While far more local officials are required to file Financial Disclosure Forms than simply local elected officials, their compliance is particularly important. <u>Have all of your local elected officials filed their Financial Disclosure Form in 2014 that covers the 2013 calendar year?</u>		

**Best Practices Worksheet CY 2014/SFY2015**

		<b>Jersey City City (Hudson)</b>	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	<b>Answer</b>	<b>Question</b>	<b>Comments</b>
11	Prospective	<p>Many municipalities have created one or more authorities (including fire districts, utilities authorities, redevelopment authorities, housing authorities, port authorities, etc.) to provide greater focus and attention on addressing a public need, or to reduce governing body burdens. While creation of such an authority is often appropriate, and many authorities successfully and efficiently fulfil their missions, authorities with weak membership or insufficient local-level monitoring can become wasteful, inefficient and unresponsive to the public they serve. <u>N.J.S.A. 40A:5A-20</u> allows a local governing body to dissolve an authority subject to certain parameters and with Local Finance Board approval. Municipalities should at least annually assess the authority or authorities they created and publicly discuss their findings and conclusions. Findings and conclusions should address whether the authority's continued existence is appropriate, and whether the authority is appropriately and efficiently serving its residents. <u>Does the governing body meet at least once annually to discuss an assessment of the authority or authorities they have created?</u></p>	
		<b>Finance &amp; Audit - FA</b>	
12	No	<p>Internal accounting control processes, procedures and authorizations are designed to safeguard assets and to limit the risk of loss or misstatement. <u>1) Are internal accounting control processes, procedures and authorizations documented and communicated to staff; and 2) Does your Administrator/Manager or CFO, as appropriate, evaluate and discuss risk assessment annually with your governing body or an appropriate subcommittee thereof (such as the Audit or Finance Committee) with a focus on developing and updating accounting control processes, procedures and authorizations? If you selected "yes", please state in the Comment section in the approximate date of the discussion and whether the discussion was with the governing body or, if with a subcommittee thereof, name the subcommittee.</u></p>	

Best Practices Worksheet CY 2014/SFY2015

Jersey City City (Hudson)			
0906	Please see Color Key at bottom of sheet for limits on answers		
Answer	Question	Comments	
13	Yes	With respect to note sales (TANs, BANs, Emergency Notes and Special Emergency Notes), proper disclosure and communication with potential bidders can yield optimal results for a municipality. Knowing when to sell on a negotiated or competitive basis, aggregating note sales as much as possible, along with casting a "wide net" to attract the maximum number of bidders for a competitive note sale, is critical to achieving the lowest possible interest rate. <u>Is your municipality 1) marketing note sales beyond publishing the notice required by N.J.S.A. 40A:2-30, and beyond displaying a notice on your municipal website; and 2) issuing a prospectus, official statement or other document to potential lenders disclosing all material financial and budget information?</u>	
14	No	Does your municipality have a Finance Committee (or equivalent) made up of one or more members of the governing body and other appropriate personnel, as may be needed, that meets at least monthly and discusses all significant financial issues? <b>If you answer "Yes", phrase state in the Comment section the approximate date of your municipality's most recent Finance Committee meeting.</b>	The City's intentions are to create a committee
15	No	Audit findings address areas needing improvement. Ignoring these findings devalues the process; therefore, municipalities should correct noted deficiencies. <u>Have all audit findings from the 2012 audit been 1) identified in the corrective action plan and 2) addressed such that they are not repeated in the 2013 audit?</u> <b>If the answer is no, please list the repeat findings in the comments section. In the event your municipality wishes to appeal the result of this question, the Director shall determine based on the comment(s) whether the finding(s) is/are sufficiently material to warrant a "no" answer.</b>	Unfinanced costs for capital projects over five years old remain on the City's books.

Best Practices Worksheet CY 2014/SFY2015

		<b>Jersey City City (Hudson)</b>	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
Answer	Question	Comments	
16	Yes	<p>The CFO should be capable of preparing the annual financial statement, annual debt statement and budget schedules. Excessive auditor assistance on these documents could create a perception that the auditor is not truly independent of the client in auditing the client's financial statements. At a minimum, each CFO should prepare balanced and reconciled financial records including books of original entry, general ledgers, subsidiary ledgers and other computer reports that accurately analyze and reflect the municipality's financial position. These records should have sufficient detail for an accountant with sufficient knowledge of New Jersey's municipal accounting system to extract information necessary to prepare financial and debt statements. This requires that, within acceptable tolerance, all financial transactions (cash and non-cash) be posted in the general ledger and that all general ledger accounts be supported by subsidiary ledgers, reports, reconciliations or are otherwise analyzed. <u>A "yes" answer is appropriate if 1) your CFO prepares the annual financial statement, annual debt statement and annual budget, or 2) your CFO presents balanced and reconciled financial records, or 3) you are retaining</u></p>	
	Yes	<p>Grant programs can create a significant burden on a municipality's cash flow if program expenses are either not timely reimbursed or are charged to other operating accounts instead of to the grant. Are all grant revenues, along with their corresponding appropriations, reviewed at least quarterly to determine that all program expenses have 1) been filed for reimbursement and 2) have been properly charged to the grant, with follow up communication to grantor agencies in instances where payments are delayed?</p>	<p>Beginning 8/1/14 an employee has been assigned and is working on grant reserves and receivables</p>
18	Prospective	<p><u>N.J.S.A. 40A:5-4</u> requires municipalities to complete their annual audit for the preceding fiscal year within 6 months after the close of its fiscal year. Further, <u>N.J.S.A. 40A:5-6</u> requires the municipality's auditor to submit a certified duplicate copy of the audit report and recommendations with the Division within 5 days after filing the original with the municipal clerk. <u>Has your municipality received its completed audit for the preceding fiscal year within the statutory timeframe, and confirmed that your auditor has filed a certified duplicate copy of the audit report with the Division? You may only answer this question "N/A" if the Director expressly granted an extension in response to a governing body resolution petitioning for same.</u></p>	<p>City has received a draft and is conducting an exit conference on 10/1/14 and audit will be presented to Council at the 10/22/14 meeting.</p>

**Best Practices Worksheet CY 2014/SFY2015**

<b>Jersey City City (Hudson)</b>			
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
19	Prospective	For its most recent audit period completed, has the municipality: 1) not had findings reported in the Schedule of Findings and Questioned Costs related to potential or actual questioned costs; or 2) not accrued a liability or made payment to a grantor for questioned costs or disallowed expenditures; or 3) not been notified of an amount that must be refunded to a grantor as a result of a contract audit or for any other reason?	
20	Yes	Pursuant to <u>N.J.S.A. 40A: 2-40</u> , the chief financial officer each municipality shall, before the end of the first month of the fiscal year, file their Annual Debt Statement with the Division of Local Government Services. The annual debt statement must be filed electronically following the procedure described in Local Finance Notice 2013-3. <u>Did your municipality file its electronic Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 (July 31 for SFY municipalities)?</u>	
21	Yes	<u>Local Finance Notice 2014-09</u> contains important information about the need for municipalities that have certain outstanding debt to abide by requirements to annually disclose certain information with respect to financial conditions. The continuing financial disclosure obligations are required by federal law and local agreements executed as part of past issuances of debt. Failure to comply can result in penalties against local governments and individual officers responsible for various filings. Failure to comply can also result in a lack of access to capital markets. <u>Has your CFO done all of the following: (1) reviewed Local Finance Notice 2014-09; and (2) undertaken, or caused to be undertaken, a review of past compliance with such requirements?</u>	
22	Yes	Is your municipality up to date and fully compliant with continuing disclosure obligations as discussed in the previous question?	
<b>Procurement - P</b>			

Best Practices Worksheet CY 2014/SFY2015

		Jersey City City (Hudson)	
0906		Please see Color Key at bottom of sheet for limits on answers	
Answer	Question	Comments	
23	Yes	Municipalities and their agencies are allowed to prohibit the award of public contracts to business entities that have made certain campaign contributions exceeding \$300 and to limit the contributions that the holders of a contract can make during the term of a contract to \$300. A model ordinance concerning pay-to-play can be found at <a href="http://www.nj.gov/dca/divisions/dlgs/resources/muni_st_docs/pay_to_play_ordinance-contractor.doc">http://www.nj.gov/dca/divisions/dlgs/resources/muni_st_docs/pay_to_play_ordinance-contractor.doc</a> . <u>Has your municipality adopted a pay-to-play ordinance pursuant to N.J.S.A. 40A:11-51 that is more restrictive than state statutory requirements?</u>	
24	N/A	Changes in energy markets could potentially offer substantial savings for local governments. <u>Local Finance Notice 2012-12</u> provides important guidance on the competitive procurement of energy. <u>Has your CFO, head purchasing official or other appropriate municipal official evaluated and discussed with your governing body (or an appropriate subcommittee thereof) whether the cooperative or competitive procurement of energy would benefit your municipality? If you answer "Yes", please state in the Comment section the approximate date of the discussion and whether the discussion was with the governing body or, if with a subcommittee thereof, name the subcommittee. You may only answer "N/A" if your municipality already participates in competitive energy procurement.</u>	
25	No	The Local Finance Board recently adopted new rules, outlined in <u>Local Finance Notice 2013-17</u> , expanding municipalities' ability to purchase goods and services with procurement cards. The most significant change is the elimination of the prior per-transaction monetary limitation on P-Cards (15% of local unit's bid threshold) where a Qualified Purchasing Agent manages a local unit's P-Card program. Has your CFO, head purchasing official or other appropriate municipal official evaluated and discussed with your governing body (or an appropriate subcommittee thereof) how and whether a procurement card program could benefit the municipality or, if a procurement card program already exists, whether the program complies with the new regulations? <b>If you answered "Yes", please state in the Comment section in the approximate date of the discussion and whether the discussion was with the governing body or, if with a subcommittee thereof, name the subcommittee. If your municipality has a procurement card program, please name the vendor in the Comment section.</b>	

Best Practices Worksheet CY 2014/SFY2015

Jersey City City (Hudson)			
0906		Please see Color Key at bottom of sheet for limits on answers	
Answer	Question	Comments	
26	N/A	<p>P.L. 2013, c. 37, known as the "Sandy Integrity Monitor Law", requires the State Treasurer to assign monitors to recovery and rebuilding-related contracts \$5 million or above, and grants the Treasurer discretion to assign monitors on contracts below \$5 million. Pursuant to authority granted under the law, all Sandy-related recovery and rebuilding contracts over \$2 million awarded by local governments must be reported to the State Department of Treasury. Please access Treasury's Sandy website at <a href="http://www.state.nj.us/treasury/news-sandy.shtml">http://www.state.nj.us/treasury/news-sandy.shtml</a> for more information on your municipality's responsibilities under the Sandy Integrity Monitor Law.</p> <p><u>Has your municipality reported all Superstorm Sandy-related contracts over \$2 million to the State Treasurer?</u></p>	
27	Yes	<p>N.J.S.A. 40A:11-5 (a)(i) states that, if a municipality utilizes the professional services exemption from the Local Public Contracts Law, "The governing body shall in each instance state supporting reasons for its action in the resolution awarding each contract and shall forthwith cause to be printed once, in the official newspaper, a brief notice stating the nature, duration, service and amount of the contract, and that the resolution and contract are on file and available for public inspection in the office of the clerk of the [] municipality...". <u>With respect to the award of professional services contracts, is your municipality complying with the above referenced provision of the Local Public Contracts Law?</u></p>	
<b>Budget Preparation and Presentation - BP</b>			
28	Yes	<p>In preparing your annual budget it is important for both the governing body and public to understand the concept of surplus and how it accumulates (or declines) over the years. A formal policy regarding surplus serves as a basis for decisions concerning future financial solvency, and the lack of a policy could lead bond rating agencies to downgrade your municipality's credit rating. In developing said surplus policy your CFO should analyze and explain at least a five-year trend of surplus; illustrating the factors causing each annual increase or decrease. A surplus policy with realistic and sustainable goals can then be determined. <u>Does your municipality have a written policy goal for the amount of surplus available in support of municipal operations, and is this goal evaluated annually?</u></p>	The City is working on an updated policy.

Best Practices Worksheet CY 2014/SFY2015

Jersey City City (Hudson)			
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
Answer	Question	Comments	
29	Yes	<p>In preparing your annual budget for the current year, it is important that the impact that current budgeting decisions may have on future years' budgets be presented, evaluated and considered before the governing body takes final action. Long term plans concerning revenue, appropriations, tax levy, tax levy cap and surplus are critical to sustaining (or achieving) a solid fiscal condition. <u>Are budget projections 1) factoring in the impact that the current year's budget may have on the future tax levy (as restricted by the levy cap) and future surplus balances for at least two future year's budgets, and 2) are these budget projections discussed with the governing body?</u></p>	
30	N/A	<p>Certain municipalities have indirectly pledged prompt payment (i.e. issued a guarantee) of debt service with respect to debt issued by counties, independent authorities or developers. Bond Rating Agencies (e.g. Moody's, Fitch, Standard &amp; Poor's) have downgraded certain municipalities' bond ratings to below investment grade for lack of preparation in the event a lender calls in a debt guarantee. <u>If your municipality guarantees any debt, are direct service revenues that may be pledged against debt repayment monitored by the municipal CFO; and to the extent that cash flow from pledged revenue will not satisfy the debt repayment, are sufficient funds held in reserve to satisfy the guarantee or is an existing authorization in place to issue debt (e.g. a bond ordinance) in the event a lender calls in the guarantee?</u></p>	
31	Yes	<p>Do elected officials receive a <b>written</b> status report at least quarterly on all budget revenues and appropriations as they correspond to the annual adopted budget?</p>	
32	Yes	<p>In developing your multi-year capital plan, is your municipality dedicating sufficient revenues to fund maintenance, repair and eventual replacement of infrastructure such as roads, storm sewers, sanitary sewers and water systems?</p>	
33	Yes	<p><u>N.J.S.A. 40A:4-5</u> requires that calendar year municipalities approve their introduced budgets no later than February 10, unless the Director sets forth a later date pursuant to <u>N.J.S.A. 40A:4-5.1</u>. Did your municipality approve its introduced current year budget no later than the date provided by law or as extended by the Director?</p>	
			Date extended to 3/20/14

Best Practices Worksheet CY 2014/SFY2015

Jersey City City (Hudson)			
0906	Please see Color Key at bottom of sheet for limits on answers		
Answer	Question	Comments	
34	No	<p>N.J.S.A. 40A:4-10 requires that calendar year municipalities adopt their budgets no later than March 20, unless the Director sets forth a later date pursuant to <u>N.J.S.A. 40A:4-5.1</u>. Did your municipality adopt its current year budget no later than the date provided by law or as extended by the Director? <b>This question may only be answered "N/A" if your municipality delayed its budget adoption because it awaited a Division determination concerning a grant award or Transitional Aid award.</b></p>	

Best Practices Worksheet CY 2014/SFY2015

Jersey City City (Hudson)			
0906	Please see Color Key at bottom of sheet for limits on answers		
Answer	Question	Comments	
Health Insurance - HI			
35	Yes	Does your municipality exclude from healthcare coverage part-time elected and appointed officials (less than 35 hours per week)? <b>Only answer "yes" if no part-time elected or appointed officials receive health benefits. If your municipality has part-time elected or appointed officials who elect to take State Health Benefits Program (SHBP) health benefits (or receive a waiver for not doing so) by virtue of serving in their position continuously since May 21, 2010, you must answer "No". If you answered "No", please list in the Comments section the name and title of each elected or appointed official receiving either health benefits or a waiver payment in lieu of health benefits.</b>	
36	No	Does your municipality conduct a monthly review of health benefit covered lives itemized on health insurance invoices to determine that health insurance invoices do not include employees, former employees, spouses or dependents who should no longer be receiving coverage?	
37	No	Municipalities frequently contract with or designate insurance brokers to secure healthcare coverage from insurance carriers. Brokers are typically paid by third-party administrators (TPA's) hired to collect, review and pay healthcare bills. The municipality pays the TPA, who in turn pays the broker. Broker fees are often directly related to the amount of insurance premiums or fees paid by the municipality (i.e. the higher the premium, the larger the broker's commission). Thus, the municipality-broker-TPA arrangement is vulnerable to abuse because brokers could face conflicting incentives in seeking lower-cost insurance alternatives. <u>If your municipality contracts with or otherwise designates an insurance broker, is the structure for broker payments set at a flat-fee rather than on a commission basis (so as to mitigate the risk of brokers recommending more expensive insurance coverage to earn higher fees)?</u>	

Best Practices Worksheet CY 2014/SFY2015

		<b>Jersey City City (Hudson)</b>	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
38	Yes	The State Health Benefits Program (SHBP) offers medical, prescription and dental coverage options for more than 850,000 participants, including employees, dependents and retirees. All plans have substantial networks of healthcare providers, and provide services nationwide. 62% of municipalities, and 33% of counties, within New Jersey participate in SHBP. <u>If your municipality has non-SHBP coverage, as your collective bargaining agreements come up for renegotiation, do your municipality's negotiation proposals seek contract provisions allowing its employees to be switched to SHBP or another non-SHBP plan of lesser cost?</u>	
39	Prospective	Prior to municipal officers and employees being required to substantially share in the cost of their health benefits, there was no disincentive to officers and employees accepting coverage even though they had alternative coverage. Many municipalities would offer payments in lieu of health benefits to encourage officers and employees to voluntarily drop coverage, provided they had coverage from another source. The policy often saved money by replacing the expensive cost of providing health care with the less expensive payment in lieu of health benefits. The need to pay officers and employees money to not take a health insurance benefit they can receive from another source has largely disappeared, because the cost of premium sharing will cause officers and employees to drop coverage if alternative coverage is available. <u>Has your municipality: (1) explored all necessary actions to end payments in lieu of health benefits (e.g. modifying collective bargaining agreements); and (2) either adopted or discussed at a public meeting a policy prohibiting payments in lieu of health benefits to officers and employees who are not contractually entitled to such payments? An answer of "N/A" is only applicable where there are no instances in the municipality of payments in lieu of health benefits.</u>	

Best Practices Worksheet CY 2014/SFY2015

Jersey City City (Hudson)			
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
Answer		Question	Comments
		<b>Personnel - PE</b>	
40	Yes	The Fair Labor Standards Act (FLSA) is a federal law that establishes minimum wage, overtime pay, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in Federal, State, and local governments. The law requires that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, municipal managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and are not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (you should consult with your labor counsel for more detailed guidance). <u>Does your municipality refrain from paying overtime to employees who are classified as exempt under the FLSA?</u> <i>In answering this question, be aware that exempt status would also preclude overtime pay for time worked during emergencies, attendance at night meetings, participation in training sessions, and police "off-duty" assignments (a/k/a "Jobs in Blue"). Also, please</i>	
41	Yes	N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to <a href="mailto:contracts@perc.state.nj.us">contracts@perc.state.nj.us</a> . <u>Has your municipality filed all current contracts with PERC?</u>	
42	No	Does your municipality make available to the public free of charge, either through an internet posting or on-site review, documents that show the current salaries of all personnel?	

**Best Practices Worksheet CY 2014/SFY2015**

<b>Jersey City City (Hudson)</b>			
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	<b>Answer</b>	<b>Question</b>	<b>Comments</b>
43	Yes	Accurate records of employee time are critical not only for financial accountability, but also effective management of your workforce. Is your municipality ensuring that 1) employees complete and file standardized forms, either electronically or by paper, to verify all employee time worked (e.g. time cards, electronic time keeping); 2) your personnel/human resources office maintains records accounting for all employee leave time earned and used; and 3) supervisors are reviewing and approving/denying employee time and attendance documentation before those records are submitted to management and, in the case of department heads, is such documentation reviewed and verified independently?	
44	No	Has your municipality instituted a policy to not compensate employees for sick leave accumulated after a certain date?	

**Best Practices Worksheet CY 2014/SFY2015**

		<b>Jersey City City (Hudson)</b>	
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
45	Yes	Does your municipality have a transitional duty program (light duty) to encourage employees out on workers compensation to return to work?	
46	Yes	The State Workers Compensation Law provides that, when an employee receives a work-related injury producing temporary disability, the employee is entitled to wage-continuation equal to 70% of the employee's weekly wages, subject to a maximum compensation as determined by the Commissioner of Labor. <u>Does your municipality limit benefits for work-related injuries to the above statutory benefit?</u> The answer to this question can be "prospective" if such a provision was imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.	
47	Yes	The weekly benefit rate provided under the State Temporary Disability Law for a non-work-related injury is calculated on the basis of claimant's average weekly wage. Each claimant is paid 2/3 of their average weekly wage up to the maximum amount payable, which is \$595 for disabilities beginning on or after 1/1/13. <u>Does your municipality refrain from supplementing the Temporary Disability benefit?</u> The answer to this question can be "prospective" if such a provision was imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining. <b>Only answer "N/A" if your municipality does not participate in the State Temporary Disability Program.</b>	
48	Yes	Has your municipality adopted an ordinance, resolution, regulation or policy eliminating longevity awards, bonuses or payments for non-union employees?	For new hires effective 11-01-10
49	Yes	For any employees covered by a collective bargaining agreement, has your municipality eliminated longevity awards, bonuses or payments for employees hired on or after a specified date, and refrained from increasing longevity awards, bonuses or payments for employees hired before a specified date? The answer to this question can be "prospective" if such provisions were imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining.	For new hires effective 01-01-13



Best Practices Worksheet CY 2014/SFY2015

Jersey City City (Hudson)			
0906		<i>Please see Color Key at bottom of sheet for limits on answers</i>	
	Answer	Question	Comments
		<b>Donna L. Mauer, Chief Financial Officer</b>	<b>10/8/2014</b>
		<b>Municipal Clerk's Certification</b>	
		I hereby certify that the Governing Body of the <insert Municipality> in the County of	
		<insert County> discussed/will discuss the CY 2014/SFY 2015 Best Practice Inventory as	
		completed herein at a public meeting on <insert date>, with the Inventory results, and the	
		certification thereof by the Chief Administrative and Chief Financial Officers, respectively, to	Certification #(s)
		be stated in the minutes of said public meeting.	<b>635</b>
		<b>Robert Byrne, City Clerk</b>	<b>10/8/2014</b>

**Best Practices Worksheet CY 2014/SFY2015**

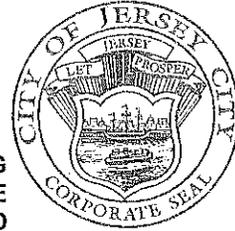
<b>Jersey City City (Hudson)</b>			
0906	<i>Please see Color Key at bottom of sheet for limits on answers</i>		
	<b>Answer</b>	<b>Question</b>	<b>Comments</b>
		Red = Repeat Question; Prospective answers not permitted	
		Blue = Questions where neither "not applicable" nor "N/A" answers are permitted	
		Green = Repeat questions where neither "Prospective" nor "Not Applicable" are permitted	
		No Color = "Yes"; "No"; "Prospective" and "Not Applicable" are all permissible answers	
	<b># of Questions scored yes, prospective, or "not applicable"</b>	<b>Amount of Aid Disbursed</b>	<b>Impact on final 5% aid payment/impact on total aid</b>
	41-50	100%	No penalty
	33-40	80%	Lose 20% which equals 1% of total aid
	25-32	60%	Lose 40% which equals 2% of total aid
	17-24	40%	Lose 60% which equals 3% of total aid
	9-16	20%	Lose 80% which equals 4% of total aid
	0-8	0%	Lose 100% which equals 5% of total aid
	<b>Question</b>	<b>Table of Weblinks</b>	
	4	<a href="http://nj.gov/comptroller/news/docs/press_local_government_legal_fees.pdf">http://nj.gov/comptroller/news/docs/press_local_government_legal_fees.pdf</a>	
	7	<a href="http://www.state.nj.us/perc/Collective_Bargaining_Agreement_Summary_Form_Police_and_Fire_2012.04.02_Instructions_and_Example_.pdf">http://www.state.nj.us/perc/Collective Bargaining Agreement Summary Form Police and Fire 2012.04.02 Instructions and Example .pdf</a>	
	7	<a href="http://www.state.nj.us/perc/Collective_Bargaining_Agreement_Summary_Form_Non-Police_and_Non-Fire_2012.04.02_Instructions_and_Example_.pdf">http://www.state.nj.us/perc/Collective Bargaining Agreement Summary Form Non-Police and Non-Fire 2012.04.02 Instructions and Example .pdf</a>	
	8	<a href="http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system">http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-rating-system</a>	
	8	<a href="http://www.nj.gov/dep/floodcontrol/about.htm">http://www.nj.gov/dep/floodcontrol/about.htm</a>	
	20	<a href="http://www.nj.gov/dca/divisions/dlgs/lfns/13/2013-3.pdf">http://www.nj.gov/dca/divisions/dlgs/lfns/13/2013-3.pdf</a>	
	21	<a href="http://www.nj.gov/dca/divisions/dlgs/lfns/14/2014-09.pdf">http://www.nj.gov/dca/divisions/dlgs/lfns/14/2014-09.pdf</a>	
	23	<a href="http://www.nj.gov/dca/divisions/dlgs/resources/muni_st_docs/pay_to_play_ordinance-contractor.doc">http://www.nj.gov/dca/divisions/dlgs/resources/muni st docs/pay to play ordinance-contractor.doc</a>	
	24	<a href="http://www.nj.gov/dca/divisions/dlgs/lfns/12/2012-12.pdf">http://www.nj.gov/dca/divisions/dlgs/lfns/12/2012-12.pdf</a>	
	25	<a href="http://www.nj.gov/dca/divisions/dlgs/lfns/13/2013-17.pdf">http://www.nj.gov/dca/divisions/dlgs/lfns/13/2013-17.pdf</a>	
	26	<a href="http://www.state.nj.us/treasury/news-sandy.shtml">http://www.state.nj.us/treasury/news-sandy.shtml</a>	

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

City Clerk File No. Res. 14.647

Agenda No. 10.C

Approved: OCT 08 2014



**TITLE: RESOLUTION OF THE CITY OF JERSEY CITY MAKING APPLICATION TO THE NEW JERSEY LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:3-1 ET SEQ. AND PREVIOUS APPROVALS BY SAID BOARD**

**WHEREAS**, the City Council of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") desires to adopt a bond ordinance (the "Ordinance") providing for the issuance of one or more series of general improvement bonds of the City in the aggregate principal amount of \$34,714,280 (the "Bonds") and notes in anticipation thereof, in order to finance various capital purposes of the City; and

**WHEREAS**, in connection with various previous applications by the City to the Local Finance Board, in the Division of Local Government Services, New Jersey Department of Community Affairs (including specifically its applications in connection with certain bonds and refunding bonds issued under the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq. (the "MQBA"), and the School Qualified Bond Act, N.J.S.A. 18A:24-85 et seq.), the Local Finance Board has heretofore conditioned its approvals upon the undertaking by the City that, for the duration of such bond issues, all future capital authorizations shall require approval from the Local Finance Board; and

**WHEREAS**, the City believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) such purpose is in compliance with the requirements of the MQBA;
- (c) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the City;
- (d) the amounts to be expended for such purpose or improvements are not unreasonable or exorbitant and are consistent with the requirements of the MQBA; and
- (e) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City; and

**WHEREAS**, the City Council desires to make application to the Local Finance Board for (i) its approval of the adoption of the Ordinance and the capital authorizations contained therein, and (ii) its approval of the issuance of, and of the proposed maturity schedule for such Bonds, to be issued in the form of "qualified bonds" under the MQBA; and

**WHEREAS**, the City believes that the maturity schedules contained in the Application to the Local Finance Board are in the best interests of the City.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, as follows:**

Section 1. The Application to the Local Finance Board is hereby approved, and the City's Bond Counsel, Chief Financial Officer, Business Administrator and Financial Advisor, along with other representatives of the City, are hereby authorized to prepare such application, to file such application with the Local Finance Board and to represent the City in matters pertaining thereto.

TITLE:

Section 2. The Clerk is hereby directed to prepare and file a copy of this Resolution and the Ordinance with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute, including causing its consent to be endorsed upon a certified copy of the Ordinance.

Section 4. This Resolution shall take effect immediately upon its adoption.

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	ABSENT			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**

RESOLUTION OF THE CITY OF JERSEY CITY MAKING APPLICATION TO THE NEW JERSEY LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:3-1 ET SEQ. AND PREVIOUS APPROVALS BY SAID BOARD

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	X5042	DonnaM@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 will allow the City to make application to the Local Finance Board for the approval of issuing bonds/notes for various 2014 capital improvements.

I certify that all the facts presented herein are accurate.

Donna Mauer  
Signature of Department Director

9/29/14  
Date

**CERTIFICATION**

I, ROBERT BYRNE, Clerk of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION OF THE CITY OF JERSEY CITY MAKING APPLICATION TO THE NEW JERSEY LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:3-1 ET SEQ. AND PREVIOUS APPROVALS BY SAID BOARD", is a copy of a resolution which was duly adopted by the City Council at a meeting of the City Council duly called and held on October 8, 2014 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this 8th day of October, 2014.

(SEAL)

  
\_\_\_\_\_  
ROBERT BYRNE,  
Clerk of the City of Jersey City

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

City Clerk File No. Res. 14.648

Agenda No. 10.D

Approved: OCT 08 2014

TITLE: **RESOLUTION OF THE CITY OF JERSEY CITY,  
IN THE COUNTY OF HUDSON, NEW JERSEY  
MAKING APPLICATION TO THE LOCAL  
FINANCE BOARD**



**WHEREAS**, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City") desires to adopt an ordinance authorizing a capital lease agreement (the "Capital Lease") for office space to be constructed at the MLK Hub on a portion of Lot 17, Block 21201 at the intersection of Kearney Avenue and Martin Luther King Drive (the "Ordinance"); and

**WHEREAS**, in connection with various previous applications by the City to the Local Finance Board (including specifically its applications in connection with certain bonds and refunding bonds issued under the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq.), the Local Finance Board has heretofore conditioned its approvals upon the undertaking by the City that all future capital authorizations shall require approval from the Local Finance Board after introduction of the ordinance and prior to final passage; and

**WHEREAS**, the City desires to make application to the Local Finance Board for (i) its approval of the Ordinance under the Municipal Qualified Bond Act; and (ii) if necessary, its approval under N.J.S.A. 40A:12-5(b)(1) of the principal component of the lease payment schedule under the Capital Lease; and

**WHEREAS**, the City believes that:

- (a) it is in the public interest to accomplish such purposes;
- (b) said purposes or improvements are for the health, welfare, convenience or betterment of the inhabitants of the City;
- (d) the amounts to be expended for said purposes or improvements are not unreasonable or exorbitant; and
- (e) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City.

**NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY**, as follows:

Section 1. The Application to the Local Finance Board is hereby approved, and the City's Bond Counsel, Chief Financial Officer, Business Administrator and Financial Advisor, along with other representatives of the City, are hereby authorized to prepare such application, to file such application with the Local Finance Board and to represent the City in matters pertaining thereto.

TITLE:

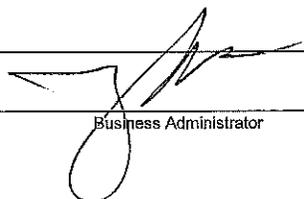
Section 2. The Clerk is hereby directed to prepare and file a copy of this Resolution and the Ordinance with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute, including causing its consent to be endorsed upon a certified copy of the Ordinance.

Section 4. This Resolution shall take effect immediately upon its adoption.

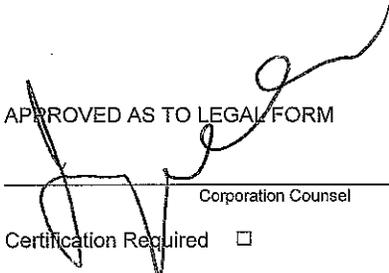
The above resolution was adopted on the following roll call vote:

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



Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

APPROVED **6-2**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>10.8.14</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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

**CERTIFICATION**

I, Robert Byrne, City Clerk of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), do hereby certify that the above is a true copy of a resolution adopted by the City Council of the City at its meeting held October 8, 2014.

  
\_\_\_\_\_  
ROBERT BYRNE, City Clerk

Dated:      October 8, 2014

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

City Clerk File No. Res. 14.649

Agenda No. 10.E

Approved: OCT 08 2014



**TITLE: RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, AND PROVIDING FOR THE SALE AND THE DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. (a) Qualified General Obligation Refunding Bonds, in an amount not exceeding \$75,000,000 which may be issued in four separate series of bonds (or additional or lesser series issued on different dates, if market conditions so dictate) consisting of Qualified General Improvement Refunding Bonds, Series 2014A (the "Series A Refunding Bonds"), Qualified Public Improvement Refunding Bonds, Taxable Series 2014B (the "Series B Refunding Bonds"), Qualified Water Improvement Refunding Bonds, Series 2014C (the "Series C Refunding Bonds") and Qualified School Refunding Bonds, Taxable Series 2014D (the "Series D Refunding Bonds", and together with the Series A Refunding Bonds, the Series B Refunding Bonds and the Series C Refunding Bonds, "Refunding Bonds") (each of the aforesaid series of Refunding Bonds and any additional or lesser series, if necessary due to market conditions, shall have such other year of designation as shall be applicable at the time of issuance thereof) of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") are hereby authorized to be issued and sold as Refunding Bonds (or sometimes referred to herein as the "Bonds"). The Series A Refunding Bonds and the Series C Refunding Bonds are hereinafter sometimes referred to as the "Tax-Exempt Refunding Bonds" and the Series B Refunding Bonds and the Series D Refunding Bonds are hereinafter sometimes referred to as the "Taxable Refunding Bonds".

(b) In order to effectuate the Refunding Plan (defined herein), the Chief Financial Officer shall determine the actual aggregate principal amount of the Refunding Bonds to be issued (including the principal amount of each of the Series A Refunding Bonds, the Series B Refunding Bonds, the Series C Refunding Bonds and the Series D Refunding Bonds); provided that such determination shall be consistent with (i) a refunding bond ordinance finally adopted by

City Clerk File No. Res. 14.649  
Agenda No. 10.E OCT 08 2014

TITLE:

entitled, "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$53,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$53,500,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF", (ii) a refunding bond ordinance finally adopted by the City Council on June 19, 2013 and entitled, "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$25,800,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$25,800,000 SCHOOL REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF", and (iii) a refunding bond ordinance finally adopted by the City Council on June 19, 2013 and entitled, "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$10,700,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,700,000 WATER REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF", and be within the parameters set forth in Section 2 of this resolution. The signature of the Chief Financial Officer on the Purchase Contract (as hereinafter defined) authorized in Section 2 hereof shall constitute evidence of the approval of such actual principal amounts.

Section 2. RBC Capital Markets, LLC, Florham Park, New Jersey, is hereby appointed underwriter (the "Underwriter") for the Refunding Bonds and the Refunding Bonds are hereby authorized to be sold to the Underwriter. The Chief Financial Officer is hereby authorized and directed to execute and, on behalf of the City, negotiate the Purchase Contract (the "Purchase Contract") with the Underwriter in the form satisfactory

TITLE:

to bond counsel and upon terms satisfactory to the Chief Financial Officer for the sale of the Refunding Bonds to the Underwriter in accordance with the provisions of this resolution, including the compensation to the Underwriter for the marketing and purchase of the Refunding Bonds, which compensation shall not exceed \$4.00 per \$1,000 of Refunding Bonds sold, and provided that the terms of the sale of the Refunding Bonds are otherwise sold in accordance with the terms provided in the approvals of the Local Finance Board, in the Division of Local Government Services, New Jersey Department of Community Affairs (the "Local Finance Board") granted on June 12, 2013 and October 8, 2014 (the "Local Finance Board Approval"). The signature of the Chief Financial Officer on the Purchase Contract shall be conclusively presumed to evidence any necessary approvals.

Section 3. (a) The Refunding Bonds of each series shall be issued in the par amounts, consistent with the Local Finance Board Approval, determined by the Chief Financial Officer to be necessary to (collectively, the "Refunding Plan") pay costs of issuance and to provide a deposit to one or more escrow funds that, when invested, will be sufficient to (i) refund all or a portion of the City's callable Qualified General Improvement Bonds, Series 2006A, dated November 2, 2006, namely those bonds maturing on August 1 in the years 2017 through and including 2023 (the "2006 GI Refunded Bonds"), and to call for redemption the 2006 GI Refunded Bonds on August 1, 2016 or such other date determined by the Chief Financial Officer (the "2006 GI Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such 2006 GI Refunded Bonds to be redeemed plus any unpaid accrued interest to the 2006 GI Redemption Date; (ii) refund all or a portion of the City's callable Qualified Public Improvement Refunding Bonds, Series 2006A, dated March 30, 2006, namely those bonds maturing on September 1 in the years 2021 and 2022 (the "2006 Public Improvement Refunded Bonds") and to call for redemption the 2006 Public Improvement Refunded Bonds on September 1, 2016 or such other date determined by the Chief Financial Officer (the "2006 Public Improvement Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such 2006 Public Improvement Refunded Bonds to be redeemed plus any unpaid accrued interest to

## TITLE:

the 2006 Public Improvement Redemption Date; (iii) refund all or a portion of the City's callable Qualified Water Improvement Bonds, Series 2006B dated November 2, 2006, namely those bonds maturing on August 1 in the years 2017 through and including 2021 (the "2006 Water Refunded Bonds") and to call for redemption the 2006 Water Refunded Bonds on August 1, 2016 or such other date determined by the Chief Financial Officer (the "2006 Water Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such 2006 Water Refunded Bonds to be redeemed plus any unpaid accrued interest to the 2006 Water Redemption Date; and (iv) refund all or a portion of the City's callable Qualified School Refunding Bonds, Series 2005C, dated June 16, 2005, namely those bonds maturing on September 1 in the years 2016 through and including 2021 (the "2005 School Refunded Bonds", and together with the 2006 GI Refunded Bonds, the 2006 Public Improvement Refunded Bonds and the 2006 Water Refunded Bonds, the "Refunded Bonds") and to call for redemption the 2005 School Refunded Bonds on September 1, 2015 or such other date determined by the Chief Financial Officer (the "2005 School Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such 2005 School Refunded Bonds to be redeemed plus any unpaid accrued interest to the 2005 School Redemption Date. The Bonds of each series shall mature as provided in paragraphs (f) and (g) below.

(b) The Refunding Bonds shall bear interest at rates agreed to by the Chief Financial Officer as provided in the Purchase Contract, such rates to be set so that the aggregate present value savings of 3% can be achieved, and, further, that the refunding of each series of Refunded Bonds on its own produces positive savings, all as set forth in the Local Finance Board Approval.

(c) The Refunding Bonds may be subject to redemption prior to their stated maturities as determined by the Chief Financial Officer as part of the sale and as shall be set forth in the Purchase Contract.

(d) The Refunding Bonds shall be dated their date of delivery or such other later date consistent with the date of sale and shall bear interest at the rates per annum as the Chief Financial Officer shall determine.

## TITLE:

(e) The Refunding Bonds shall be designated by the year of issuance, numbered and have such prefix or prefixes as determined necessary by the Chief Financial Officer and be sold and issued with such serial maturities or with such term bond maturities payable from mandatory sinking fund payments made by the City as determined in the Purchase Contract.

(f) The Tax-Exempt Refunding Bonds shall mature on August 1, 2015 and on each August 1 thereafter in the principal amounts as may be determined by the Chief Financial Officer and shall bear interest payable semiannually on February 1 and August 1 in each year until maturity commencing February 1, 2015 (or such other dates as shall be determined by the Chief Financial Officer and set forth in the Purchase Contract), at the rates per annum as may be determined by the Chief Financial Officer and as set forth in the Purchase Contract.

(g) The Taxable Refunding Bonds shall mature on September 1, 2015 and on each September 1 thereafter in the principal amounts as may be determined by the Chief Financial Officer and shall bear interest payable semiannually on March 1 and September 1 in each year until maturity commencing March 1, 2015 (or such other dates as shall be determined by the Chief Financial Officer and set forth in the Purchase Contract), at the rates per annum as may be determined by the Chief Financial Officer and as set forth in the Purchase Contract.

(h) The Refunding Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of each series of Refunding Bonds maturing in each year. Both principal of and interest on the Refunding Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with The Depository Trust Company. The Securities Depository will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the

## TITLE:

beneficial ownership interests in the Refunding Bonds on behalf of individual purchasers. Individual purchases may be made in denominations of \$5,000 each or any integral multiple of \$1,000 in excess thereof through book-entries made on the books and the records of the Securities Depository. The principal of and the interest on the Refunding Bonds will be paid to the Securities Depository by the City on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of the Securities Depository as listed on the records of the Securities Depository as may be determined by the Chief Financial Officer (the "Record Dates" for the Refunding Bonds). The Refunding Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the City Clerk.

(i) The following matters are hereby determined with respect to the Refunding Bonds:

Designations:	General Obligation Refunding Bonds, Series 2014 consisting of Qualified General Improvement Refunding Bonds, Series 2014A, Qualified Public Improvement Refunding Bonds, Taxable Series 2014B, Qualified Water Improvement Refunding Bonds, Series 2014C and Qualified School Refunding Bonds, Taxable Series 2014D (each of the aforesaid series of Refunding Bonds and any additional or lesser series, if necessary due to market conditions, shall have such other year of designation as shall be applicable at the time of issuance thereof)
Qualification:	The Tax-Exempt Refunding Bonds will <b>not</b> be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986, as amended.
Date of Bonds:	Date of Delivery.
Principal Payment Date:	With respect to the Tax-Exempt Refunding Bonds on August 1 or such date to be determined by the Chief Financial Officer and with respect to the Taxable Refunding Bonds on September 1 or such other dates as are determined by the Chief Financial Officer.
Interest Payment Date:	With respect to the Tax-Exempt Refunding Bonds, on each February 1 and August 1, commencing February 1, 2015 and with respect to the Taxable Refunding Bonds, on each March 1 and September

City Clerk File No. Res. 14.649

Agenda No. 10.E OCT 08 2014

TITLE:

REGISTERED  
NUMBER A- \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
COUNTY OF HUDSON

CITY OF JERSEY CITY

B. QUALIFIED [GENERAL IMPROVEMENT] [PUBLIC IMPROVEMENT] [WATER  
IMPROVEMENT] [SCHOOL] REFUNDING BOND, [TAXABLE] SERIES 2014\_\_

DATE OF ORIGINAL ISSUE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:	CUSIP:
_____, 2014	_____, 1, 20__	_____%	_____

CITY OF JERSEY CITY, in the County of Hudson, State of New Jersey (the "City") hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), and to pay interest on such sum from the Date of Original Issue of this bond until it matures at the Rate of Interest Per Annum specified above semiannually on the 1<sup>st</sup> days of \_\_\_\_\_ and \_\_\_\_\_ in each year until maturity, commencing on \_\_\_\_\_ 1, 2015. Interest on this bond will be paid to the Securities Depository by the City's paying agent, \_\_\_\_\_, New Jersey, or its successor (the "Paying Agent") and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the 15<sup>th</sup> days of \_\_\_\_\_ and \_\_\_\_\_ next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the City will be paid to the Securities Depository by the Paying Agent and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), a refunding bond ordinance of the City finally adopted on June 19, 2013, entitled **C** " \_\_\_\_\_ ", and a resolution of the City adopted on October 8, 2014, entitled "RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, AND PROVIDING FOR THE SALE AND DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS", in all respects duly approved and published as required by law (the "Authorization Proceedings").

This bond is entitled to the benefits of **D.**

[The Bonds maturing on or after \_\_\_\_\_ 1, 20\_\_ are subject to redemption prior to maturity at the option of the City, as a whole at any time or in part from time to time on or after \_\_\_\_\_, 20\_\_, in such order of maturity as directed by

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the City, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest thereon to the date fixed for redemption.

Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by the Chief Financial Officer (or by the Paying Agent) by lot.

When any Bonds are to be redeemed, the Chief Financial Officer (or the Paying Agent) shall give notice of the redemption of the Bonds by mailing such notice, by first class mail in a sealed envelope postage prepaid, to the registered owners of any Bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the City. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or to receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.]

The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, the CITY OF JERSEY CITY has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of the Clerk of the City, and this bond to be dated the Date of Original Issue as specified above.

CITY OF JERSEY CITY, IN THE  
COUNTY OF HUDSON, STATE  
OF NEW JERSEY

By: \_\_\_\_\_ (Facsimile)  
Mayor

ATTEST:

By: \_\_\_\_\_ (Facsimile)

TITLE:

Section 5. In each of the Series A Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

A. RA-\_\_.

B. A

C. "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$53,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$53,500,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF"

D. the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq.

Section 6. In each of the Series B Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

A. RB-\_\_.

B. B

C. "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$53,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$53,500,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF"

D. the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq.

Section 7. In each of the Series C Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

TITLE:

Section 7. In each of the Series C Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

A. RC-\_\_.

B. C

C. "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$10,700,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,700,000 WATER REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF"

D. the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq.

Section 8. In each of the Series D Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

A. RD-\_\_.

B. D

C. "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$25,800,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$25,800,000 SCHOOL REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF"

D. the School Qualified Bond Act, N.J.S.A. 18A:24-85 et seq.

Section 9. The law firm of Archer & Greiner P.C. is authorized to arrange for the printing of the Refunding Bonds. The proper officials of the City are hereby

Continuation of Resolution \_\_\_\_\_

Pg. # \_\_\_\_\_

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authorized and directed to execute the Refunding Bonds and to deliver them to or upon the order of the Underwriter upon receipt of payment therefor.

Section 10. The City hereby covenants that it will comply with any conditions subsequently imposed by the Internal Revenue Code of 1986, as amended (the "Code") in order to preserve the exemption from taxation of interest on the Tax-Exempt Refunding Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Tax-Exempt Refunding Bonds, and that it will refrain from taking any action that would adversely affect the tax exemption of the Tax-Exempt Refunding Bonds under the Code.

Section 11. The City is hereby authorized to prepare and distribute a Preliminary Official Statement in connection with the sale of the Refunding Bonds, in such form as approved by the Chief Financial Officer, and the use of the information contained therein concerning the City in connection with the sale of the Refunding Bonds is hereby approved and authorized. The Chief Financial Officer of the City is hereby authorized and directed to execute and deliver to the Underwriter a final Official Statement with such changes from the Preliminary Official Statement as counsel may advise and the officer executing the same may approve, such approval to be evidenced by such officer's execution thereof. The Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 12. The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company, New York, New York, as may be necessary in order to provide that the Refunding Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 13. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Refunding Bonds or is removed by the City and if no successor Securities Depository is appointed, the Refunding Bonds

TITLE:

which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Bonds") in denominations of \$5,000 each or any integral multiple of \$1,000 in excess thereof. The beneficial owner under the book-entry system, upon registration of the Refunding Bonds held in the beneficial owner's name, will become the registered owner of such Registered Bonds. The City shall be obligated to provide for the execution and delivery of the Registered Bonds in certificate form.

Section 14. A Continuing Disclosure Certificate in substantially the form attached hereto as Exhibit A is hereby approved, and the Chief Financial Officer is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate on behalf of the City in substantially such form, with such terms, insertions, changes, additions, deletions, omissions or variations therein as the Chief Financial Officer may approve, such approval to be evidenced by her execution thereof.

Section 15. The Chief Financial Officer is hereby authorized to appoint a paying agent to serve as paying agent for the Refunding Bonds (the "Paying Agent"). The City hereby approves the preparation and execution of one or more agency agreements by and between the City and the Paying Agent, if necessary. The Chief Financial Officer is hereby authorized and directed to execute and deliver the Agency Agreement on behalf of the City, with such terms, insertions, changes, additions, deletions, omissions or variations therein as the Chief Financial Officer may approve, such approval to be evidenced by her execution thereof.

Section 16. The Chief Financial Officer is hereby authorized to appoint an escrow agent to serve as escrow agent for the Refunded Bonds.

Section 17. To effectuate the Refunding Plan, the City hereby approves the preparation and the execution of one or more escrow agreements by and between the City and the escrow agent to be appointed, said escrow agreement to be in substantially the form attached hereto as Exhibit B (the "Escrow Agreement"), which is hereby approved, and the Chief Financial Officer is hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the City in substantially such form, with such terms, insertions, changes, additions, deletions, omissions or variations therein as the Chief

## TITLE:

Financial Officer may approve, such approval to be evidenced by her execution thereof. The Escrow Agreement shall also provide for the payment of costs of issuance of the Refunding Bonds. The Chief Financial Officer is hereby authorized to direct the Escrow Agent to pay the costs incurred in connection with the sale and the issuance of the Refunding Bonds from the proceeds derived from the sale of the Refunding Bonds in accordance with the terms of a certificate of the City to be executed upon delivery of the Refunding Bonds. NW Financial Group, LLC, Hoboken, New Jersey, is hereby authorized on behalf of the City to apply for United States Treasury Securities - State and Local Government Series and is appointed as bidding agent of the City to the extent open market securities are purchased for the escrow funds for the Refunded Bonds, all in accordance with the Escrow Deposit Agreement. The Underwriter, the City's Financial Advisor and the Escrow Agent are each authorized to submit applications for such investments.

Section 18. The Chief Financial Officer is hereby authorized to appoint a verification agent who shall verify the mathematical computations performed initially by the Underwriter and related to the Refunding Bonds, the Refunded Bonds and the investment of certain funds in accordance with the terms of the Escrow Agreement.

Section 19. The Bonds shall be issued as "qualified bonds" under, and shall be entitled to the benefits of, the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq., and the School Qualified Bond Act, N.J.S.A. 18A:24-85 et seq., as applicable, and the City shall comply in all respects with the resolution(s) of the Local Finance Board Approval in connection therewith. The City hereby acknowledges and recognizes that the provisos as contained in said Local Finance Board resolution(s) shall constitute binding obligations upon all officials of the City. The Chief Financial Officer of the City is hereby authorized and directed to certify to the State Treasurer the name and address of the Paying Agent, the maturity schedules, the interest rate(s) and the dates of payment of debt service on the Refunding Bonds within 10 days after the issuance of the Refunding Bonds.

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Section 20. The Chief Financial Officer is hereby authorized and directed to take all actions necessary and appropriate to procure bond insurance in respect of the Refunding Bonds, provided that such bond insurance would be cost effective for the Refunding Plan. Such officer is further authorized and directed to execute all documents and certificates as may be necessary in connection with the purchase of such bond insurance.

Section 21. The Mayor, the Chief Financial Officer and other appropriate representatives of the City are hereby authorized to take all steps necessary to provide for the issuance of the Refunding Bonds and the refunding of the Refunded Bonds, including preparing and executing such agreements and documents on behalf of the City and taking all steps necessary or desirable to implement the terms of this resolution, such agreements and documents as may be necessary and appropriate and the transactions contemplated thereby. The manual or facsimile signature of the aforesaid appropriate representatives of City upon any documents utilized in connection the issuance of the Refunding Bonds and the refunding of the Refunded Bonds shall be conclusive as to all such determinations or approvals set forth therein. The aforesaid appropriate representatives of the City shall also take such actions or refrain from such actions as are necessary for the issuance of the Refunding Bonds and the refunding of the Refunded Bonds and all such actions or inactions by the aforesaid City officers, officials and professionals heretofore are hereby ratified and confirmed, *nunc pro tunc*.

Section 22. This resolution shall take effect immediately.

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 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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.

11598951v3 \_\_\_\_\_  
Rolando R. Lavan8, Jr., President of Council

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

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**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 DETERMINING THE FORM AND OTHER  
DETAILS OF GENERAL OBLIGATION REFUNDING BONDS  
OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY,  
AND PROVIDING FOR THE SALE AND THE DELIVERY OF SUCH GENERAL  
OBLIGATION REFUNDING BONDS

**Initiator**

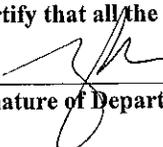
Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	X 5042	DonnaM@jcnj.org

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

**Resolution Purpose**

The City will be refunding certain general obligation, school and water bonds as listed in this resolution. With the refunding, the City expects to achieve a total savings of approximately \$2.1 million and is not extending the life of the bonds. This resolution determines the form and sale of these bonds and gives the Chief Financial Officer the authority to sell the bonds by the terms outlined in this resolution.

I certify that all the facts presented herein are accurate.

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

10/8/14  
\_\_\_\_\_  
Date

CERTIFICATE

I, ROBERT BYRNE, Clerk of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, AND PROVIDING FOR THE SALE AND THE DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS", is a copy of a resolution which was duly adopted by the City Council at a meeting of the City Council duly called and held on October 8, 2014 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this 8th day of October, 2014.

(SEAL)

  
\_\_\_\_\_  
ROBERT BYRNE  
Clerk of the City of Jersey City

**EXHIBIT A**

**Form of Continuing Disclosure Certificate**

## FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Jersey City, in the County of Hudson, State of New Jersey (the "Issuer") in connection with the issuance by the Issuer of its \$\_\_\_\_\_ Qualified General Improvement Refunding Bonds, Series 2014A (the "Series A Bonds"), \$\_\_\_\_\_ Qualified Public Improvement Refunding Bonds, Taxable Series 2014B (the "Series B Bonds"), \$\_\_\_\_\_ Qualified Water Improvement Refunding Bonds, Series 2014C (the "Series C Bonds") and \$\_\_\_\_\_ Qualified School Refunding Bonds, Taxable Series 2014D (the "Series D Bonds", and together with the Series A Bonds, the Series B Bonds and the Series C Bonds, the "Bonds"). The Bonds are being issued pursuant to three refunding bond ordinances (the "Ordinances") duly adopted by the City Council on June 19, 2013 and a resolution duly adopted by the City Council on October 8, 2014 (the "Resolution"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act").

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bondholder" shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Continuing Disclosure Information" shall mean: (i) any notice required to be filed with the MSRB pursuant to Section 4 hereof; and (ii) any notice of an event required to be filed with the MSRB pursuant to Section 3(c) hereof.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access System ("EMMA"), an internet based filing system created and maintained by the MSRB in accordance with the SEC Release, pursuant to which issuers of tax-exempt bonds, including the Bonds, and other filers on behalf of the such issuers shall upload Continuing Disclosure Information to assist underwriters in complying with the Rule and to provide the general public with access to such Continuing Disclosure Information.

"Listed Events" shall mean any of the events listed in Section 3(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Exchange Act.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Exchange Act.

"State" shall mean the State of New Jersey.

### SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of its fiscal year, commencing with the report for the fiscal year ending December 31, 2014, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). Any and all items that must be included in the Annual Report may be incorporated by reference from other information that is available to the public on EMMA, or that has been filed with the SEC.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for making available or providing the Annual Report, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for making available or providing the Annual Report the name and address of each repository, if any; and

(ii) if applicable, if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. The financial information and operating data set forth in the Official Statement (including Appendix A thereto) dated \_\_\_\_\_, 2014, prepared in connection with the sale of the Bonds under the following captions under the headings: "RECENT FINANCIAL RESULTS AND FINANCIAL OUTLOOK", "SECURITY FOR THE BONDS", "CITY INDEBTEDNESS AND DEBT LIMITS – Debt Statements" (excluding the first five paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS – Other City-Related Obligations", "CITY INDEBTEDNESS AND DEBT LIMITS – Municipal Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY INDEBTEDNESS AND DEBT LIMITS – School Qualified Bond Act" (excluding the first six paragraphs thereunder), "CITY FINANCIAL INFORMATION – Current Fund—Revenues and Expenditures", "CITY REVENUES – Real Estate Tax" (table captioned "Analysis of Tax Rates and Percent Distribution Rate Per \$1,000 Assessed Valuation" only), "CITY REVENUES – Equalization Rate, Tax Revaluation and Tax Collection Rates" (excluding the first paragraph thereof), "CITY REVENUES – Tax-Exempt Properties", "CITY REVENUES – Properties in Tax Abatement" (excluding the first three paragraphs thereunder), "CITY REVENUES – Margin Against Delinquent Taxes", "CITY REVENUES – (table captioned "State Aid to Jersey City" only), "CITY EXPENDITURES", "PENSION FINANCING – City Plans" (table captioned "City Contribution to Employee Pensions" only) and "LITIGATION – Pending Litigation" (table describing amounts in judgments and settlements only)".

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 3, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on the debt service reserves reflecting financial difficulties;
4. unscheduled draws on the credit enhancements reflecting financial difficulties;

5. substitution of the credit or liquidity providers or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
7. modifications to rights of Bondholders, if material;
8. Bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution or sale of property securing repayment of the Bonds, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar events of the Issuer, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;
13. the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which the disclosure obligation is dependent upon

materiality, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If disclosure of a Listed Event is required, the Issuer shall in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 3(c).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the same manner as for a Listed Event under Section 3(a), and shall include a narrative explanation of the reason for the amendment or waiver.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required

by this Disclosure Certificate. If the Issuer chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: \_\_\_\_\_, 2014

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY

By: \_\_\_\_\_  
Donna Mauer, Chief Financial Officer

**EXHIBIT A**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Jersey City, in the County of Hudson, State of New Jersey

Name of Bond Issue: \$ \_\_\_\_\_ principal amount of Qualified General Improvement Refunding Bonds, Series 2014A, \$ \_\_\_\_\_ principal amount of Qualified Public Improvement Refunding Bonds, Taxable Series 2014B, \$ \_\_\_\_\_ principal amount of Qualified Water Improvement Refunding Bonds, Series 2014C and \$ \_\_\_\_\_ principal amount of Qualified School Refunding Bonds, Taxable Series 2014D

Date of Issuance: \_\_\_\_\_, 2014

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated \_\_\_\_\_, 2014. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_, 20\_\_.

Dated: \_\_\_\_\_, 20\_\_

CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY

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

Name

Title:

**EXHIBIT B**

**Form of Escrow Deposit Agreement**

**ESCROW DEPOSIT AGREEMENT**

**Dated as of \_\_\_\_\_, 2014**

**Between**

**CITY OF JERSEY CITY, IN THE COUNTY  
OF HUDSON, STATE OF NEW JERSEY**

**and**

\_\_\_\_\_,  
**as Escrow Agent**

**Providing for the payment of a portion of the below-described Bonds of the City:**

**Qualified General Improvement Bonds, Series 2006A, dated November 2, 2006**  
**Qualified Public Improvement Refunding Bonds, Series 2006A, dated March 30, 2006**  
**Qualified Water Improvement Bonds, Series 2006B, dated November 2, 2006**  
**Qualified School Refunding Bonds, Series 2005C, dated June 16, 2005**

## ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT made and entered into as of \_\_\_\_\_, 2014 by and between the CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY (the "City"), and \_\_\_\_\_, as escrow agent in respect of the Refunded Bonds, as defined herein (the "Escrow Agent").

### WITNESSETH:

WHEREAS, the City is a body corporate and politic and a political subdivision of the State of New Jersey; and

WHEREAS, the City has heretofore issued its (i) \$32,163,000 aggregate principal amount of its Qualified General Improvement Bonds, Series 2006A, dated November 2, 2006 (the "2006 General Improvement Bonds"), (ii) \$27,155,000 aggregate principal amount of its Qualified Public Improvement Refunding Bonds, Series 2006A, dated March 30, 2006 (the "2006 Public Improvement Bonds"), (iii) \$5,000,000 aggregate principal amount of its Qualified Water Improvement Bonds, Series 2006B, dated November 2, 2006 (the "2006B Water Bonds"), and (iv) \$33,310,000 aggregate principal amount of its Qualified School Refunding Bonds, Series 2005C, dated June 16, 2005 (the "2005C School Bonds" and collectively with the 2006 Public Improvement Bonds, the 2006 General Improvement Bonds and the 2006B Water Bonds, the "Prior Bonds"); and

WHEREAS, the City has determined to issue general obligation refunding bonds in an amount not to exceed (i) \$53,500,000 pursuant to Ordinance No. 13-069 (the "General Improvement Refunding Bond Ordinance"), (ii) \$10,700,000 pursuant to Ordinance No. 13-071 (the "Water Improvement Refunding Bond Ordinance") and (iii) \$25,800,000 pursuant to Ordinance No. 13-070 (the "School Refunding Bond Ordinance" and, collectively with the General Improvement Refunding Bond Ordinance and the Water Refunding Bond Ordinance, the "Refunding Bond Ordinances") each finally adopted on June 19, 2013, for the purpose of refunding all or a portion of the Prior Bonds; and

WHEREAS, following the approvals by the Local Finance Board on June 12, 2013 and October 8, 2014, the City Council adopted a resolution on October 8, 2014 (the "Resolution") for the purpose of, among others, financing a refunding program (the "Refunding Program") consisting of the refinancing of (i) the 2006 General Improvement Bonds maturing on August 1 in the years 2017 through and including 2023 (the "Refunded 2006 General Improvement Bonds"), (ii) the 2006 Public Improvement Bonds maturing on September 1 in the years 2021 through and including 2022 (the "Refunded 2006 Public Improvement Bonds"), (iii) the 2006B Water Bonds maturing on September 1 in the years 2017 through and including 2021 (the "Refunded 2006B Water Bonds"), and (iv) the 2005C School Bonds maturing on August 1 in the years 2016 through and including 2021 (the "Refunded 2005C School Bonds", and collectively with the Refunded 2006 General Improvement Bonds, the Refunded 2006 Public Improvement Bonds and the Refunded 2006B Water Bonds, the "Refunded Bonds"), as set forth in Exhibit A; and

WHEREAS, the Refunding Program will be effected by the City by (x) issuing under the Refunding Bond Ordinances and the Resolution, its (i) \$ \_\_\_\_\_ aggregate principal amount of

Qualified General Improvement Refunding Bonds, Series 2014A (the "Series A Refunding Bonds"), (ii) \$\_\_\_\_\_ aggregate principal amount of Qualified Public Improvement Refunding Bonds, Taxable Series 2014B (the "Series B Refunding Bonds"), (iii) \$\_\_\_\_\_ aggregate principal amount of Qualified Water Improvement Refunding Bonds, Series 2014C (the "Series C Refunding Bonds" and together with the Series A Refunding Bonds, the "Tax-Exempt Bonds") and (iv) \$\_\_\_\_\_ aggregate principal amount of Qualified School Refunding Bonds, Taxable Series 2014D (the "Series D Refunding Bonds" and together with the Series B Refunding Bonds, the "Taxable Bonds", and together with the Series A Refunding Bonds, the Series B Refunding Bonds and the Series C Refunding Bonds, the "Refunding Bonds") and (y) depositing with the Escrow Agent a portion of the net proceeds of the Refunding Bonds, which, together with other available funds, will be sufficient to purchase Government Obligations, as defined herein, which Government Obligations and the interest thereon and cash will be sufficient to pay principal, interest and redemption premium on the Refunded Bonds (i) in the case of the Refunded 2006 General Improvement Bonds, through August 1, 2016 (the "2006 General Improvement Bonds Redemption Date"), at which time the balance of the Refunded 2006 General Improvement Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the 2006 General Improvement Bonds Redemption Date, (ii) in the case of the Refunded 2006 Public Improvement Bonds, through September 1, 2016 (the "2006 Public Improvement Bonds Redemption Date"), at which times the balance of the Refunded 2006 Public Improvement Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the 2006 Public Improvement Bonds Redemption Date, (iii) in the case of the Refunded 2006B Water Bonds, through August 1, 2016 (the "2006B Water Bonds Redemption Date") at which time the balance of the Refunded 2006B Water Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the 2006B Water Bonds Redemption Date, and (iv) in the case of the Refunded 2005C School Bonds, through September 1, 2015 (the "2005C School Bonds Redemption Date" and, collectively with the 2006 General Improvement Bonds Redemption Date, the 2006 Public Improvement Bonds Redemption Date and the 2006B Water Bonds Redemption Date, the "Redemption Dates"), at which time the balance of the Refunded 2005C School Bonds will be redeemed at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the 2005C School Bonds Redemption Date; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITIONS.

(a) The following terms defined in the recital to this Agreement shall have the meanings therein set forth:

2006 General Improvement Bonds Redemption Date  
2006 Public Improvement Bonds Redemption Date  
2005C School Bonds Redemption Date  
2006B Water Bonds Redemption Date  
City  
Escrow Agent  
Prior Bonds  
Redemption Dates  
Refunded Bonds  
Refunded 2005C School Bonds  
Refunded 2006 General Improvement Bonds  
Refunded 2006 Public Improvement Bonds  
Refunded 2006B Water Bonds  
Refunding Bond Ordinances  
General Improvement Refunding Bond Ordinance  
Refunding Bonds  
Refunding Program  
Resolution  
School Refunding Bond Ordinance  
Series A Refunding Bonds  
Series B Refunding Bonds  
Series C Refunding Bonds  
Series D Refunding Bonds  
2006 General Improvement Bonds  
2006 Public Improvement Bonds  
2005C School Bonds  
2005B Water Bonds  
Taxable Bonds  
Tax Exempt Bonds  
Water Refunding Bond Ordinance

(b) "Government Obligations" shall mean direct non-callable obligations of the United States of America.

(c) "MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 ("Act"), as the same may be amended from time to time, through the internet facilities of Electronic Municipal Market Access System ("EMMA"), or any other public or private repository or entity that shall hereafter be designated by the Securities and Exchange Commission ("SEC") as a repository for purposes of Rule 15c2-12(b)(5) adopted by the SEC under the Act, as the same may be amended from time to time.

(d) "Open Market Securities" shall mean Government Obligations other than SLGS.

(e) "Prior Bond Insurer" shall mean in the case of the Series 2006 General Improvement Bonds and the Series 2006B Water Bonds, Assured Guaranty Municipal Corp. (formerly Financial Security Assurance Inc.), whose address is 31 West 52nd Street, New York, New York 10019, the Series 2006 Public Improvement Bonds, Ambac Assurance Corporation, whose address is One State Street Plaza, New York, New York 10004 and in the case of the Series 2005C School Bonds, National Public Finance Guarantee Corporation (formerly MBIA Corporation), whose address is 1 Manhattanville Road, Suite 301, Purchase, New York 10577.

(f) "Prior Paying Agent" shall mean, for all series of Prior Bonds, Manufacturers and Traders Trust Company, whose address is Corporate Trust Services, 166 Mercer Street, Suite 2R, New York, New York 10012 and Corporate Trust and Agency Services, One M&T Plaza-7<sup>th</sup> Floor, Buffalo, New York 14203.

(g) "Securities" shall mean those Government Obligations held by the Escrow Agent under this Agreement.

(h) "SLGS" shall mean Government Obligations known as State and Local Government Series.

SECTION 2. CERTIFICATE OF INDEBTEDNESS WITH RESPECT TO THE PRINCIPAL AMOUNT AND REDEMPTION PREMIUM OF THE REFUNDED BONDS.

The City hereby certifies to the Escrow Agent that the sum of \$\_\_\_\_\_ is the amount required to pay principal and redemption premium, if any and interest on the Refunded Bonds from \_\_\_\_\_, 2014 through and including their dates of maturity or redemption, as shown in Exhibit C attached hereto.

SECTION 3. APPOINTMENT OF ESCROW AGENT; RECEIPT OF PROCEEDS AND OTHER FUNDS.

\_\_\_\_\_, \_\_\_\_\_ is hereby appointed the Escrow Agent in respect of the Refunded Bonds. The Escrow Agent hereby acknowledges receipt from the City of the sum of \$\_\_\_\_\_ from the net proceeds of the Refunding Bonds (\$\_\_\_\_\_ of the Series A Refunding Bonds, \$\_\_\_\_\_ of the Series B Refunding Bonds, \$\_\_\_\_\_ of the Series C Refunding Bonds and \$\_\_\_\_\_ of the Series D Refunding Bonds) and \$\_\_\_\_\_ in other available funds (the "Escrow Amount"), in immediately available funds.

SECTION 4. ESCROW FUND.

(a) There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund (the "Escrow Fund") to be held in the custody of the Escrow Agent as a trust fund for the benefit of the owners of the Refunded Bonds (as described below). The Escrow Fund shall consist of a Tax Exempt Account (for the benefit of the holders of the Refunded 2006 General Improvement Bonds and the Refunded 2006B Water Bonds) and a Taxable Account (for the benefit of the holders of the Refunded 2006 Public Improvement Bonds and the Refunded 2005C School Bonds) and be held by the Escrow Agent separate and apart from other funds of the City and the Escrow Agent. All moneys in the Escrow Fund shall

be invested in accordance with this Agreement solely in Eligible Investments, and all such investments shall be in the name of the Escrow Agent.

(b) The owners of the Refunded Bonds shall have an express lien on and security interest in all amounts and investments in the respective account of the Escrow Fund.

SECTION 5. DEPOSIT, INVESTMENT AND REINVESTMENT OF FUNDS.

(a) The Escrow Agent shall immediately deposit into the respective accounts in the Escrow Fund the Escrow Amount, as follows:

(i) \$\_\_\_\_\_ of the proceeds from the sale of the Tax Exempt Bonds and \$\_\_\_\_\_ of other funds shall be deposited in the Tax Exempt Account of the Escrow Fund, which amount, together with the earnings thereon, shall be and is hereby pledged for the payment of the principal of and the interest and redemption premium on the Refunded 2006 General Improvement Bonds and the Refunded 2006B Water Bonds.

(ii) \$\_\_\_\_\_ of the proceeds from the sale of the Taxable Bonds shall be deposited in the Taxable Account of the Escrow Fund, which amount shall be and is hereby pledged for the payment of the principal of and the interest and redemption premium on the Refunded 2006 Public Improvement Bonds and the Refunded 2005C School Bonds.

(b) The City hereby authorizes and irrevocably directs the Escrow Agent to

(i) Invest \$\_\_\_\_\_ of the moneys deposited in the Tax Exempt Account of the Escrow Fund in [SLGS][Open Market Obligations]\_\_\_ which shall bear interest and mature as set forth in accordance with the schedule attached as Exhibit B hereto, and hold \$\_\_\_ in cash.

(ii) Hold \$\_\_\_\_\_ of the moneys deposited in the Taxable Account of the Escrow Fund uninvested in [SLGS][Open Market Obligations]\_\_\_ which shall bear interest and mature as set forth in accordance with the schedule attached as Exhibit B hereto, and hold \$\_\_\_ in cash.

(c) Based on the Verification Report dated \_\_\_\_\_, 2014 prepared by \_\_\_\_\_, \_\_\_\_\_, certified public accountants, and attached hereto as Exhibit E, the City certifies to the Escrow Agent that, as shown in Exhibit C attached hereto and made a part hereof, the amounts of the respective cash deposits and the amounts to be received by the Escrow Agent from the principal of and interest on the Securities deposited in respective accounts in the Escrow Fund are adequate to meet the debt service and redemption requirements of the respective series of Refunded Bonds as and when they become due and payable.

## SECTION 6. APPLICATION OF INVESTMENT EARNINGS.

(a) The principal of and interest on the Securities credited to each account in the Escrow Fund shall be held by the Escrow Agent in trust, exclusively for the benefit of the owners of the respective series of Refunded Bonds and applied to the payment of the principal of, redemption premium, if any, and interest on such Refunded Bonds. The City hereby irrevocably directs the Escrow Agent, and the Escrow Agent agrees, to collect the principal of and interest on the Securities at their respective maturities and apply the same on each interest and principal payment date of the respective series of Refunded Bonds as the same become due and payable at maturity or early redemption as set forth in Exhibit A and Exhibit C hereto, by paying such amounts over to the respective Prior Paying Agents. The City represents to the Escrow Agent that the Refunded Bonds were upon issuance, and remain, registered in the name of CEDE & CO., as nominee of The Depository Trust Company ("DTC") and registered owner, and are payable by the respective Prior Paying Agents to DTC.

(b) The City agrees to make (or cause to be made) any payments on the Refunded Bonds in the event, to the extent, and at the times that the funds available in the Escrow Fund are not sufficient to make such payments.

(c) Notwithstanding the foregoing, the Escrow Agent may also make such other investment of said funds as may be directed in writing by the City and authorized by an approving written opinion of nationally recognized bond counsel to the effect that such use of funds will not cause either the Refunded Bonds or the Tax Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(d) The Escrow Agent shall pay the Refunded Bonds by payment to the respective Prior Paying Agents for the Refunded Bonds.

## SECTION 7. SUBSTITUTION OF SECURITIES.

(a) The Escrow Agent shall sell, transfer, request the redemption of or otherwise dispose of the Securities, but only in a simultaneous transaction and upon receipt of the following: (i) a written City order directing said transfer; (ii) other Government Obligations (the "Substitute Securities") as hereinafter provided; (iii) a certificate of an Independent Certified Public Accountant to the effect that the Substitute Securities together with the cash, if any, and the Securities which will continue to be held under this Agreement will bear interest in such amounts and be payable at such times, without further investment or reinvestment of principal or interest, and mature in such principal amounts and at such times, to provide sufficient moneys to pay, as the same mature and become due, all the principal and redemption premium of and interest on the Refunded Bonds to the date of maturity or redemption, whichever is earlier, and that sufficient moneys will be available from such cash, principal and interest to pay, as the same become due at maturity or earlier redemption, all principal and redemption premium of and interest on the Refunded Bonds which have not previously been paid; (iv) an unqualified written opinion of nationally recognized bond counsel on the subject of municipal bonds to the effect that the proposed sale, transfer, redemption or other disposition and substitution of Securities will not cause either the Refunded Bonds or the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and (v) payment by the City of all costs incident to such transactions. If SLGS are to be purchased as Substitute Securities, the Escrow Agent shall

prepare and file the appropriate applications therefor. The Escrow Agent shall incur no liability for comply with the provisions of this Section 7 except for its own gross negligence or willful misconduct.

(b) If the proceeds to be received from the sale, transfer, redemption or other disposition of such Securities will be less than the full principal amount of such Securities, such sale, transfer, redemption or other disposition of such Securities shall be subject to the additional condition that the City shall have first deposited hereunder an amount of cash equal to the difference between the principal amount of the Securities to be sold, transferred, redeemed or otherwise disposed of and the proceeds of sale, transfer, redemption or other disposition of such Securities. Any cash so deposited shall either be used to purchase Substitute Securities or held in trust for the payment of the Refunded Bonds as directed by the City uninvested unless the Escrow Agent shall receive an opinion of nationally recognized bond counsel on the subject of municipal bonds to the effect that the proposed investment would not cause either the Refunded Bonds or the Tax Exempt Bonds to be "arbitrage bonds" under the Code.

#### SECTION 8. REDEMPTION OF CERTAIN OF THE REFUNDED BONDS; NOTICES.

The City hereby unconditionally and irrevocably authorizes and instructs the Escrow Agent to take all action necessary or appropriate to cause the redemption of the Refunded Bonds (in such context, the "Bonds to be Redeemed") on the Redemption Dates at a redemption price of 100% of the outstanding principal amount thereof, plus interest accrued to the applicable Redemption Date.

The City hereby irrevocably authorizes and instructs the Escrow Agent to mail a Notice of Refunding of the Bonds to be Redeemed, on behalf and at the expense of the City, in substantially the form attached hereto as Exhibit D, by first class mail in a sealed envelope with postage prepaid to the Prior Bond Insurer for the Refunded Bonds, to the Prior Paying Agents for the Refunded Bonds, and to the registered owners of the applicable Bonds to be Redeemed, within 15 days hereof, addressed (i) in the case of the Prior Bond Insurers for the Refunded Bonds, at the addresses specified in Section 1(e) hereof, (ii) in the case of the Prior Paying Agent for the Refunded Bonds, at the addresses specified in Section 1(f) hereof, and (iii) in the case of such registered owners, at their respective addresses as they last appear on the registration books kept for that purpose at the office of the Prior Paying Agent for the Refunded Bonds.

The City hereby irrevocably authorizes and instructs the Escrow Agent to mail a Notice of Redemption of the Bonds to be Redeemed, on behalf and at the expense of the City, in substantially the form attached hereto as Exhibits E-1 to E-3, by first class mail in a sealed envelope with postage prepaid to the Prior Bond Insurer for the Refunded Bonds, to the Prior Paying Agent for the Refunded Bonds, and to the registered owners of the applicable Bonds to be Redeemed, in each case not less than thirty (30) days or more than sixty (60) days prior to the redemption date, addressed (i) in the case of the Prior Bond Insurer for the Refunded Bonds, at the address specified in Section 1(e) hereof, (ii) in the case of the Prior Paying Agents for the Refunded Bonds, at the addresses specified in Section 1(f) hereof, and (iii) in the case of such registered owners, at their respective addresses as they last appear on the registration books kept for that purpose at the office of the Prior Paying Agent for the Refunded Bonds.

In addition, the Escrow Agent shall cause copies of such Notice of Refunding and Notice of Redemption to be provided to the MSRB. The notices to the MSRB shall be sent at least two (2) business days in advance of the date notices addressed to registered owners of the Bonds to be Refunded are deposited in the United States mail.

#### SECTION 9. TERMINATION.

This Agreement shall terminate when the principal of, interest and redemption premium, if any, on all Refunded Bonds has been paid. Moneys held by the Escrow Agent in any account in the Escrow Fund for the payment and discharge of any of the Refunded Bonds or any interest thereon which has theretofore become due and payable which remain unclaimed for two (2) years after the date when such Refunded Bonds shall have become due and payable, either at their stated maturity dates or by call for earlier redemption, shall, at the written request of the City, be repaid by the Escrow Agent to the City as its absolute property and free from the trust created by this Agreement. The Escrow Agent shall thereupon be released and discharged with respect thereto and hereto and the owners of such Refunded Bonds payable from such moneys shall look only to the City for the payment of such Refunded Bonds or such interest. Any amounts held in the Escrow Fund (other than amounts held for Refunded Bonds which have theretofore matured or any interest thereon which has theretofore become due and payable but remains unclaimed as described above) shall be paid by the Escrow Agent to the City on the date of termination of this Agreement.

#### SECTION 10. SUPPLEMENTAL AGREEMENTS.

(a) This Agreement is made for the benefit of the City and the owners from time to time of the Refunded Bonds and shall not be repealed, revoked, altered or amended without the written consent of the owners of all of the Refunded Bonds which remain unpaid at that time and the written consent of the Escrow Agent; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such owners, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(i) to cure any ambiguity or formal defect or omission in this Agreement;

(ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent;

(iii) to subject to this Agreement additional funds, securities or properties; and

(iv) to modify or supplement this Agreement in order to meet the requirements of any rating agency for rating the Refunded Bonds in the highest category.

(b) The City shall give written notice of any amendment, revocation or alteration of this Agreement (with or without the consent of the owners of the Refunded Bonds), promptly following the execution and delivery thereof, to: (i) Moody's Municipal Rating Desk/Refunded Bonds, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007; and (ii) Standard & Poor's Public Finance Ratings, 55 Water Street, New York, New York 10041, or such other addresses such entities may request.

(c) The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel on the subject of municipal bonds with respect to compliance with this Section, including whether any change, modification, addition or elimination adversely affects the rights of the owners of the outstanding Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

#### SECTION 11. ESCROW AGENT.

(a) During the term of this Agreement, the City agrees to pay or cause to be paid the reasonable fees and expenses of the Escrow Agent hereunder and (to the extent provided in paragraph (f) below) its counsel (the "Administrative Expenses") upon request by the Escrow Agent upon the submission of itemized invoices submitted to the City. The Escrow Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of any amounts or claims of any kind or nature including, without limitation, fees and expenses for services rendered under this Agreement or any other resolution or ordinance.

(b) The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own gross negligence or willful misconduct. The Escrow Agent shall not be liable for (i) any loss resulting from any investment made pursuant to the terms and provisions of this agreement or (ii) any deficiencies in the Escrow Fund to the extent the Escrow Fund moneys are insufficient to pay for the Defeasance Obligations, or (iii) for any loss on the Defeasance Obligations resulting from any market fluctuations.

(c) The Securities and earnings thereon shall be and remain the property of the City in trust for the owners of the Refunded Bonds as provided herein. The Escrow Agent agrees to service and manage the Escrow Fund in accordance with the terms of this Agreement and standard corporate trust practices.

(d) To the extent provided by the Refunding Bond Resolution and applicable New Jersey law, the City hereby agrees to indemnify the Escrow Agent, its officers, employees and agents and hold it and them harmless from and against any and all claims, liabilities, losses, actions, suits, or proceedings, at law or in equity, which it or they may incur or with which it or they may be threatened by reason of its acting as Escrow Agent under this Agreement, except in the case of the Escrow Agent's own misconduct or negligence; and in connection therewith to indemnify the Escrow Agent, its officers, employees and agents against any and all expenses, including attorney's fees and the cost of defending any action, suit or proceedings or resisting any claim. This provision shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

(e) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys deposited, or of the principal amount of the Defeasance Obligations as

provided herein, and the earnings thereon, to pay the Refunded Bonds of any of them. The Escrow Agent has made no independent investigation of the principal and interest requirements of the Refunded Bonds or the adequacy of the amounts deposited with the Escrow Agent and the investment income thereon to pay such principal and interest requirements when due, but with respect to such matters have relied upon the verification report.

(f) The Escrow Agent shall have no responsibility to any person in connection herewith except those specifically provided herein and shall not be responsible for anything done or omitted to be done by it except for its own negligence as to any actions taken or actions required to be taken but omitted or not properly taken, its gross negligence with any other failure to act, or its willful misconduct. The Escrow Agent, except as herein specifically provided for, is not a party to, nor is it bound by, nor need it give consideration to the terms or provisions of any other agreement or undertaking between the City and any other persons, and the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement and the Refunding Bond Resolution. Unless it is specifically provided herein, the Escrow Agent has no duty to determine or to inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the City with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, to exercise reasonable care and diligence, and in the event of error in making such determination, the Escrow Agent shall be liable for its own negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the City or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may inquire and consult with the City at any time. The Escrow Agent may consult with legal counsel, at the expense of the City, but only with the City's prior consent (not to be unreasonably withheld), and the opinion of such counsel shall be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with such opinion.

(g) The recitals of fact in this Agreement shall be taken as the statements of the City and the Escrow Agent does not assume any responsibility for the correctness of the same. The Escrow Agent shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect of this Agreement or to advance any of its own moneys unless properly indemnified to its satisfaction. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its gross negligence or willful misconduct.

(h) The Escrow Agent at any time may resign or be removed by the City for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, the provisions of this Agreement. Such removal or resignation shall take effect not less than sixty (60) days after written notice of such resignation or removal is deposited in first class mail, postage prepaid, addressed to the owners of the Refunded Bonds. The City shall appoint any successor Escrow Agent, and such appointment shall take effect not less thirty (30) days after written notice thereof is deposited in the United States mail, first class, postage prepaid, addressed to the owners of the Refunded Bonds. Such notice of the appointment of a

successor Escrow Agent may be consolidated with the written notice of the Escrow Agent's resignation or removal. Any resignation or removal of the Escrow Agent shall not be effective until a successor Escrow Agent has been duly appointed and accepted the duties and obligations under this Agreement.

(i) Records of the Escrow Agent related to this Agreement and the performance of duties and responsibilities assumed by the Escrow Agent pursuant to this Agreement shall be open to inspection by the City and its duly authorized agents or representatives, at reasonable times and upon reasonable request.

(j) Any corporation into which the Escrow Agent may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party or any corporation succeeding to all or substantially all the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder provided such corporation shall be otherwise legally qualified to perform the services hereunder, without the execution or filing of any paper or any further act on the part of the parties herein.

#### SECTION 12. MISCELLANEOUS PROVISIONS.

(a) The City represents to the Escrow Agent that, as of that date hereof, (i) the Prior Paying Agents identified in Section 1(f) hereof are the paying agent for the Refunded Bonds, and (ii) DTC's nominee, Cede & Co., is the registered owner of all of the Refunded Bonds. The City shall notify the Escrow Agent of any change in the identity of any Prior Paying Agent, and upon its knowledge of any change in the address of any Prior Paying Agents or any change in the registered ownership of any of the Refunded Bonds from DTC's nominee, Cede & Co.

(b) If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed shall be determined by a court of competent jurisdiction to be prohibited or unenforceable, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

(c) All notices, certificates or other communications hereunder shall be in writing, and addressed as follows: if to the City: City Hall, 280 Grove Street, Jersey City, New Jersey 07302, Attention: Chief Financial Officer, and if to the Escrow Agent: \_\_\_\_\_. Each party may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(d) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without reference to the choice of law principles thereof.

(e) This Agreement may be executed in any number of counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the first date above written.

**CITY OF JERSEY CITY, IN THE  
COUNTY OF HUDSON, STATE OF NEW  
JERSEY**

By: \_\_\_\_\_  
Name: Donna Mauer  
Title: Chief Financial Officer

\_\_\_\_\_, as Escrow Agent

By: \_\_\_\_\_  
Name:  
Title: Vice President

**EXHIBIT A**

**Qualified General Improvement Bonds, Series 2006A, dated November 2, 2006**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
8/1/2017	\$2,140,000	4.250%	100%	4765754C6
8/1/2018	2,230,000	4.250%	100%	4765754D4
8/1/2019	2,330,000	4.250%	100%	4765754E2
8/1/2020	2,430,000	4.250%	100%	4765754F9
8/1/2021	2,535,000	4.250%	100%	4765754G7
8/1/2022	2,645,000	4.250%	100%	4765754H5
8/1/2023	2,758,000	4.250%	100%	4765754J1

**Qualified Public Improvement Refunding Bonds, Series 2006A, dated March 30, 2006**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
9/1/2021	\$17,050,000	5.000%	100%	4765752B0
9/1/2022	10,105,000	5.000%	100%	4765752C8

**Qualified Water Improvement Bonds, Series 2006B, dated November 2, 2006**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
8/1/2017	\$370,000	4.250%	100%	4765754V4
8/1/2018	385,000	4.250%	100%	4765754W2
8/1/2019	400,000	4.250%	100%	4765754X0
8/1/2020	415,000	4.250%	100%	4765754Y8
8/1/2021	435,000	4.250%	100%	4765754Z5

**Qualified School Refunding Bonds, Series 2005C, dated June 16, 2005**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
9/1/2016	\$5,000,000	5.000%	100%	476575Y82
9/1/2017	5,250,000	5.000%	100%	476575Y90
9/1/2018	4,000,000	5.000%	100%	476575Z24
9/1/2019	3,900,000	4.000%	100%	476575Z32
9/1/2020	1,675,000	4.000%	100%	476575Z40
9/1/2021	1,655,000	4.000%	100%	476575Z57

**EXHIBIT B**

**GOVERNMENT OBLIGATIONS**

Tax Exempt Account

## Taxable Account

**EXHIBIT C**

**ESCROW FUND SUMMARY**

Tax Exempt Account

# Taxable Account

**EXHIBIT D**  
**NOTICE OF REFUNDING**

**CITY OF JERSEY CITY,**  
**IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY**

NOTICE IS HEREBY GIVEN to the holders of the bonds issued by the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") listed below (the "Refunded Bonds"), of the refunding by the City on \_\_\_\_\_, 2014:

**Qualified General Improvement Bonds, Series 2006A, dated November 2, 2006**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
8/1/2017	\$2,140,000	4.250%	100%	4765754C6
8/1/2018	2,230,000	4.250%	100%	4765754D4
8/1/2019	2,330,000	4.250%	100%	4765754E2
8/1/2020	2,430,000	4.250%	100%	4765754F9
8/1/2021	2,535,000	4.250%	100%	4765754G7
8/1/2022	2,645,000	4.250%	100%	4765754H5
8/1/2023	2,758,000	4.250%	100%	4765754J1

**Qualified Public Improvement Refunding Bonds, Series 2006A, dated March 30, 2006**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
9/1/2021	\$17,050,000	5.000%	100%	4765752B0
9/1/2022	10,105,000	5.000%	100%	4765752C8

**Qualified Water Improvement Bonds, Series 2006B, dated November 2, 2006**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
8/1/2017	\$370,000	4.250%	100%	4765754V4
8/1/2018	385,000	4.250%	100%	4765754W2
8/1/2019	400,000	4.250%	100%	4765754X0
8/1/2020	415,000	4.250%	100%	4765754Y8
8/1/2021	435,000	4.250%	100%	4765754Z5

**Qualified School Refunding Bonds, Series 2005C, dated June 16, 2005**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
9/1/2016	\$5,000,000	5.000%	100%	476575Y82
9/1/2017	5,250,000	5.000%	100%	476575Y90
9/1/2018	4,000,000	5.000%	100%	476575Z24
9/1/2019	3,900,000	4.000%	100%	476575Z32
9/1/2020	1,675,000	4.000%	100%	476575Z40
9/1/2021	1,655,000	4.000%	100%	476575Z57

There has been deposited with \_\_\_\_\_, \_\_\_\_\_, as escrow agent (the "Escrow Agent"), moneys and direct non-callable obligations of the United States of America (the "Government

Obligations"), the principal and interest on which, together with the moneys deposited with the Escrow Agent, are sufficient to pay when due the principal and Redemption Premium (if any) of and the interest due and to become due on the Refunded Bonds on and prior to the respective Maturity Dates or earlier Redemption Date thereof (as the case may be).

\_\_\_\_\_, as Escrow Agent for the City of Jersey City

By: \_\_\_\_\_  
Name:  
Title

**EXHIBIT E-1**

**NOTICE OF REDEMPTION**

**CITY OF JERSEY CITY,  
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY**

**NOTICE IS HEREBY GIVEN** to the holders of the bonds of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") listed below (the "Bonds to be Redeemed"), of the redemption by the City on August 1, 2016 (the "Redemption Date") of said Bonds to be Redeemed:

**Qualified General Improvement Bonds, Series 2006A, dated November 2, 2006**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
8/1/2017	\$2,140,000	4.250%	100%	4765754C6
8/1/2018	2,230,000	4.250%	100%	4765754D4
8/1/2019	2,330,000	4.250%	100%	4765754E2
8/1/2020	2,430,000	4.250%	100%	4765754F9
8/1/2021	2,535,000	4.250%	100%	4765754G7
8/1/2022	2,645,000	4.250%	100%	4765754H5
8/1/2023	2,758,000	4.250%	100%	4765754J1

**Qualified Water Improvement Bonds, Series 2006B, dated November 2, 2006**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
8/1/2017	\$370,000	4.250%	100%	4765754V4
8/1/2018	385,000	4.250%	100%	4765754W2
8/1/2019	400,000	4.250%	100%	4765754X0
8/1/2020	415,000	4.250%	100%	4765754Y8
8/1/2021	435,000	4.250%	100%	4765754Z5

On such Redemption Date there shall become due and payable at the principal corporate office of \_\_\_\_\_ the principal amount of each Bond to Be Redeemed, together with interest accrued thereon to the Redemption Date at a redemption price of 100%. From and after the Redemption Date, interest on the Bonds to Be Redeemed shall cease to accrue and to be payable to the holders entitled to payment thereof upon such redemption.

\_\_\_\_\_, as Escrow Agent for the City of  
Jersey City

By: \_\_\_\_\_  
Name:  
Title:

Special Tax Notice: Under certain circumstances, under Federal law, payments to bondholders may be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Code. This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes to the payor an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such holder of the Bonds is not subject to backup withholding. Owners of the Bonds should consult their own tax advisors as to their qualification for backup withholding and the procedures for exemption.

Dated: \_\_\_\_\_, 201\_

**EXHIBIT E-2**

**NOTICE OF REDEMPTION**

**CITY OF JERSEY CITY,  
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY**

**NOTICE IS HEREBY GIVEN** to the holders of the bonds of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") listed below (the "Bonds to be Redeemed"), of the redemption by the City on September 1, 2016 (the "Redemption Date") of said Bonds to be Redeemed:

**Qualified Public Improvement Refunding Bonds, Series 2006A, dated March 30, 2006**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
9/1/2021	\$17,050,000	5.000%	100%	4765752B0
9/1/2022	10,105,000	5.000%	100%	4765752C8

On such Redemption Date there shall become due and payable at the principal corporate office of \_\_\_\_\_ the principal amount of each Bond to Be Redeemed, together with interest accrued thereon to the Redemption Date at a redemption price of 100%. From and after the Redemption Date, interest on the Bonds to Be Redeemed shall cease to accrue and to be payable to the holders entitled to payment thereof upon such redemption.

\_\_\_\_\_, as Escrow Agent for the City of  
Jersey City

By: \_\_\_\_\_  
Name:  
Title:

Special Tax Notice: Under certain circumstances, under Federal law, payments to bondholders may be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Code. This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes to the payor an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such holder of the Bonds is not subject to backup withholding. Owners of the Bonds should consult their own tax advisors as to their qualification for backup withholding and the procedures for exemption.

Dated: \_\_\_\_\_, 201\_

**EXHIBIT E-3**

**NOTICE OF REDEMPTION**

**CITY OF JERSEY CITY,  
IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY**

**NOTICE IS HEREBY GIVEN** to the holders of the bonds of the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") listed below (the "Bonds to be Redeemed"), of the redemption by the City on September 1, 2015 (the "Redemption Date") of said Bonds to be Redeemed:

**Qualified School Refunding Bonds, Series 2005C, dated June 16, 2005**

DATE	PRINCIPAL	INTEREST RATE	REDEMPTION PRICE	CUSIP
9/1/2016	\$5,000,000	5.000%	100%	476575Y82
9/1/2017	5,250,000	5.000%	100%	476575Y90
9/1/2018	4,000,000	5.000%	100%	476575Z24
9/1/2019	3,900,000	4.000%	100%	476575Z32
9/1/2020	1,675,000	4.000%	100%	476575Z40
9/1/2021	1,655,000	4.000%	100%	476575Z57

On such Redemption Date there shall become due and payable at the principal corporate office of \_\_\_\_\_ the principal amount of each Bond to Be Redeemed, together with interest accrued thereon to the Redemption Date at a redemption price of 100%. From and after the Redemption Date, interest on the Bonds to Be Redeemed shall cease to accrue and to be payable to the holders entitled to payment thereof upon such redemption.

\_\_\_\_\_, as Escrow Agent for the City of  
Jersey City

By: \_\_\_\_\_  
Name:  
Title:

Special Tax Notice: Under certain circumstances, under Federal law, payments to bondholders may be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Code. This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes to the payor an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such holder of the Bonds is not subject to backup withholding. Owners of the Bonds should consult their own tax advisors as to their qualification for backup withholding and the procedures for exemption.

Dated: \_\_\_\_\_, 201\_

**EXHIBIT F**

**VERIFICATION REPORT**

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

City Clerk File No. Res. 14.650

Agenda No. 10.F

Approved: OCT 08 2014

TITLE:



## RESOLUTION APPOINTING PATRICE LAMBERT AS CUSTODIAN OF THE PETTY CASH FUND FOR THE DIVISION OF PURCHASING

### COUNCIL

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

**WHEREAS**, N.J.S.A. 40A:5-21 permits Municipalities to establish petty cash funds and appoint a custodian of such funds; and

**WHEREAS**, Patrice Lambert, has been appointed as the custodian of the petty cash fund for the Division of Purchasing; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that Patrice Lambert is hereby appointed custodian of the petty cash fund of the Division of Purchasing. This petty cash has been established in accordance with the rules and regulations of the Director of Local Government Services and shall not exceed the sum of Two Hundred (\$200.00) Dollars.

PF/pv  
9/19/14

APPROVED: [Signature] 9/19/14

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM [Signature]

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION 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 APPOINTING PATRICE LAMBERT AS CUSTODIAN OF THE PETTY CASH FUND FOR THE DIVISION OF PURCHASING

**Initiator**

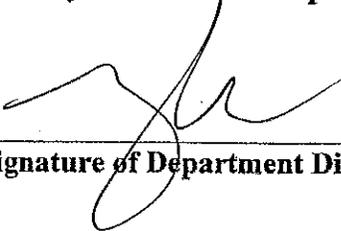
Department/Division	ADMINISTRATION	PURCHASING DIVISION
Name/Title	PETER FOLGADO	DIRECTOR OF PURCHASING
Phone/email	4896	peterf@jcnj.org

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

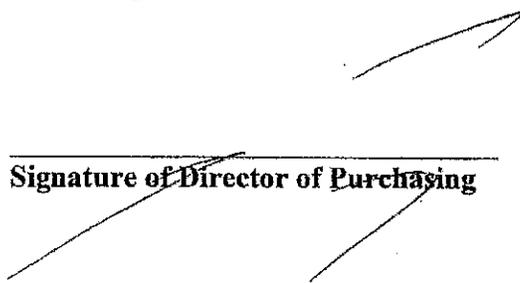
**Resolution Purpose**

Appoint custodian of the petty cash fund for the Division of Purchasing.

I certify that all the facts presented herein are accurate.

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

10/1/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Director of Purchasing

9/19/14  
\_\_\_\_\_  
Date

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

City Clerk File No. Res. 14.651

Agenda No. 10.6

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A SUBORDINATION AGREEMENT AND POSTPONEMENT OF A MORTGAGE AFFECTING THE PROPERTY KNOWN AS 134-142 CATOR AVENUE AND 33-39 NEW STREET ALSO KNOWN AS LOT 6 IN BLOCK 28201 ON THE TAX MAP**

**COUNCIL**

Offered and moved adaptation

of the following resolution:

**WHEREAS**, the Garden State Episcopal Community Development Corporation (GSECDC), a duly incorporated nonprofit corporation whose purpose includes the construction of affordable housing units is the owner of 134-142 Cator Avenue and 33-39 New Street a/k/a Block 28201, Lot 6 on the Tax Map (Property); and

**WHEREAS**, the City of Jersey City (City) provided GSECDC with a HOME Investment Partnerships Program (HOME) grant in the amount of \$1,500,000.00 and an Affordable Housing Trust Fund (AHTF) grant in the amount of \$297,500.00 to be used to construct nine (9) two-family homes consisting of affordable nine (9) homeowner and nine (9) rental units on the Property;

**WHEREAS**, GSECDC executed two (2) mortgages with the City which self-amortize over a period of **at least twenty (20) years provided the Property remains as affordable** rental housing; and

**WHEREAS**, TD Bank, N.A. its successors and/or assigns (TD Bank) agrees to give a construction loan to GSECDC in the amount of \$1,490,000.00 to be used for constructing the affordable housing units at the Property; and

**WHEREAS**, as a condition of the loan to GSECDC, TD Bank requires that the City's two mortgages of \$1,500,000.00 and \$297,500.00 be made subordinate to its loan in order for GSECDC to receive the funds; and

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

**WHEREAS**, the City by its Division of Community Development has reviewed the request for the City to subordinate its mortgages to the loan of TD Bank and recommends that the City agree to the subordination because the funds will be used to construct desperately needed additional affordable housing units in Jersey City.

City Clerk File No. Res. 14.651  
Agenda No. 10.G OCT 08 2014

TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A SUBORDINATION AGREEMENT AND POSTPONEMENT OF A MORTGAGE AFFECTING THE PROPERTY KNOWN AS 134-142 CATOR AVENUE AND 33-39 NEW STREET ALSO KNOWN AS LOT 6 IN BLOCK 28201 ON THE TAX MAP**

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that Mayor or Business Administrator is authorized to execute the Subordination Agreement and Postponement of Mortgage, in substantially the form of the attached which will subordinate the City's two lien affecting the property at 134-142 Cator Avenue and 33-39 New Street, Jersey City, also known as Lot 6, Block 28201 on the Tax Map, to the interests of a new first mortgage with TD Bank, N.A.

APPROVED:   
APPROVED:   
Business Administrator

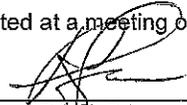
APPROVED AS TO LEGAL FORM   
Corporation Counsel  
Certification Required   
Not Required  **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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**

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**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SUBORDINATION AGREEMENT AND POSTPONEMENT OF A MORTGAGE AFFECTING THE PROPERTY KNOWN AS 134-142 CATOR AVENUE AND 33-39 NEW STREET ALSO KNOWN AS LOT 6 IN BLOCK 28201 ON THE TAX MAP**

**Initiator**

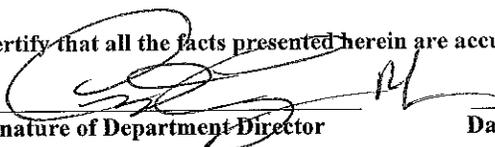
Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	HairstonR@jcnj.org

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

**Resolution Purpose**

The City will allow GSECDC to place its construction loan from TD Bank, NA in first position. The City's mortgages will be in second position.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

Date

9/30/14

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

City Clerk File No. Res. 14.652

Agenda No. 10.H

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 21 BEACON AVENUE A/K/A BLOCK 5904, LOT 14 F/K/A BLOCK 560, LOT 20**

**COUNCIL**  
of the following resolution:

offered and moved adoption

**WHEREAS**, on January 5, 2011, Diane Zoltowski (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$7,067.00 made under the HORP Program; and

**WHEREAS**, the loan was made for the purpose of making home improvements for a low or moderate income family and self-amortize over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affect the property known as 21 Beacon Avenue, Jersey City, also known as Block 5904, Lot 14 f/k/a Block 560, Lot 20; and

**WHEREAS**, according to the Division of Community Development, the Borrower has paid the City the sum of \$2,826.80 which was the balance due on the loan; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Diane Zoltowski in the sum of \$7,067.00 affecting 21 Beacon Avenue, also known as Block 5904, Lot 14 f/k/a Block 560, Lot 20.

IW/igp  
9/25/14

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 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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**

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**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 21 BEACON AVENUE A/K/A BLOCK 5904, LOT 14 F/K/A BLOCK 560, LOT 20.**

**Initiator**

Department/Division	HEDC	Community Development
Name/Title	Michael Biondo <i>MB</i>	HORP Supervisor
Phone/email	201-547-5086	biondom@jcnj.org

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

**Resolution Purpose**

Discharge of a City Mortgage affecting 21 Beacon Avenue, Jersey City, NJ

**I certify that all the facts presented herein are accurate.**

*[Handwritten Signature]*  
\_\_\_\_\_  
**Signature of Department Director**

*9/16/14*  
\_\_\_\_\_  
**Date**

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

City Clerk File No. Res. 14.653

Agenda No. 10.1

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 29 HENRY STREET A/K/A BLOCK 9703, LOT 6 F/K/A BLOCK 510, LOT 26**

**COUNCIL**  
of the following resolution:

**offered and moved adoption**

**WHEREAS**, on December 2, 2003, Rose Deegan (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$5,980.00 made under the HORP Program; and

**WHEREAS**, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 29 Henry Street, Jersey City, also known as Block 9703, Lot 6 f/k/a Block 510, Lot 26; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Rose Deegan dated December 2, 2003, in the sum of \$5,980.00 affecting 29 Henry Street, also known as Block 9703, Lot 6 f/k/a Block 510, Lot 26.

IW/igp  
9/25/14

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 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
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 BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 29 Henry Street BLOCK 510, LOT 26**

**Initiator**

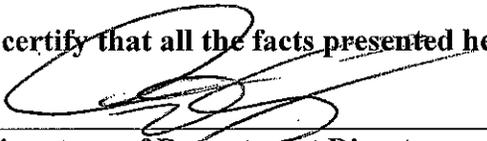
Department/Division	HEDC	Community Development
Name/Title	Michael Biondo <i>MB</i>	HORP Supervisor
Phone/email	201-547-5086	biondom@jcnj.org

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

**Resolution Purpose**

Discharge of a City Mortgage affecting 29 Henry Street Jersey City, NJ

**I certify that all the facts presented herein are accurate.**

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

9/17/14  
**Date**

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

City Clerk File No. Res. 14.654

Agenda No. 10.J

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 292 VIRGINIA AVENUE A/K/A BLOCK 20503, LOT 65 F/K/A BLOCK 1764, LOT 22.A**

**COUNCIL**  
of the following resolution:

offered and moved adoption

**WHEREAS**, on May 14, 1998, Jagram Ramdat (Borrower) executed a second repayment mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of \$2,500.00 made under the Employee Homebuyer Incentive Program; and

**WHEREAS**, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the second repayment mortgage affects property known as 292 Virginia Avenue, Jersey City, also known as Block 20503, Lot 65 f/k/a Block 1764, Lot 22.A; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Jagram Ramdat dated May 14, 1998, in the sum of \$2,500.00 affecting 292 Virginia Avenue, also known as Block 20503, Lot 65 f/k/a Block 1764, Lot 22.A.

IW/igp  
9/25/14

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 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	ABSENT			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**

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage Affecting 292 Virginia Avenue, A.K.A. Block 20503, Lot 65 and Block 01764, Lot 0022A

**Initiator**

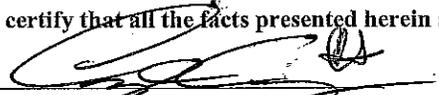
Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director
Phone/email	201-547-5304	Cgandulla@jcnj.org

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

**Resolution Purpose**

Discharge of City's mortgage because affordability controls have expired.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/25/14  
Date

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

City Clerk File No. \_\_\_\_\_ Res. 14.655

Agenda No. \_\_\_\_\_ 10.K

Approved: \_\_\_\_\_ OCT 08 2014

TITLE:



## AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2012-1828 SOLD TO GINA GUADAGNINO.

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

**WHEREAS**, the City of Jersey City sold a tax sale certificate on 126 RANDOLPH AVENUE BLOCK 22704 Lot 35, Certificate# 2012-1828 on December 20, 2012 to **GINA GUADAGNINO**; and

**WHEREAS**, **GINA GUADAGNINO** the third party lien holder for certificate 2012-1828 lost the original certificate issued on December 20, 2012; and

**WHEREAS**, the Tax Collector would like to issue a duplicate tax sale certificate to **GINA GUADAGNINO** under chapter 99 the P.L. of 1997.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that **GINA GUADAGNINO** be given a duplicate tax sale certificate.

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 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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**

Authorize Replacement of lost third party certificate # 2012-1828 sold to GINA GUADAGNINO.

**Initiator**

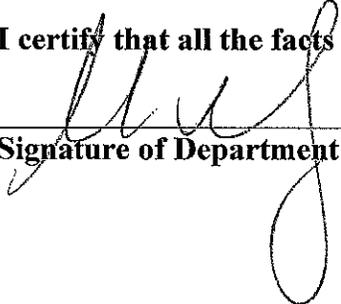
Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	MAUREEN COSGROVE	TAX COLLECTOR
Phone/email	5120	MAUREEN@JCNJ.ORG

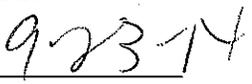
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

THE PURPOSE OF THIS RESOLUTION IS TO PREPARE A DUPLICATE TAX SALE CERTIFICATE FOR GINA GUADAGNINO.

I certify that all the facts presented herein are accurate.

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

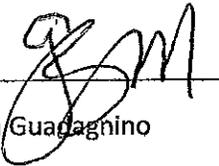
  
\_\_\_\_\_  
Date

AFFIDAVIT OF LOST TAX SALE CERTIFICATE

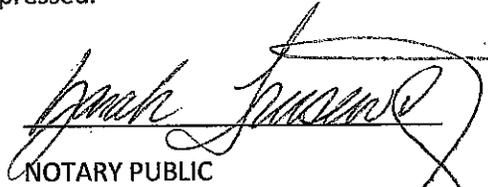
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

THIS IS TO CERTIFY THAT the following tax sale certificate issued to the undersigned, Gina Guadagnino of Old Bridge, in the county of Middlesex and the State of New Jersey, on lands known as Tax Maps and Tax Duplicate of said municipality as Block 22704, Lot 35 also known as 126 Randolph Ave, Jersey City, NJ is lost and has not been transferred or otherwise assigned. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate.

Date of Sale	Cert. No.	Amount Sale	Date Recorded	Book & Page
12/20/2012	2012-1828	\$4,130.10		

  
Gina Guadagnino

BE IT REMEMBERED that on this 19<sup>th</sup>, day of September 2014, before me the subscriber, a Notary Public, personally appeared, who I am satisfied, is the person named in and who executed the within instrument, and thereupon he acknowledged, that he signed, sealed and delivered the same as his act and deed, for the uses and purpose therein expressed.

  
NOTARY PUBLIC

9/19/2014



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

City Clerk File No. Res. 14.656  
 Agenda No. 10.1  
 Approved: OCT 08 2014



TITLE:

**A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING THE SOUTHBOUND, FAR-SIDE BUS STOP ON BERGEN AVENUE AT NEWKIRK STREET, ALL TIMES AND DESIGNATING A SOUTHBOUND, NEAR-SIDE BUS STOP ON BERGEN AVENUE AT ACADEMY STREET, ALL TIMES**

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

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

**WHEREAS**, the provisions of Section 3-46(D)(6) of the Code of the City of Jersey City provide that the Director of Architecture, Engineering, Traffic and Transportation (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 both vehicular and pedestrian safety, that the attached regulation (Nos. 14-074 and 14-075) be promulgated repealing and designating a bus stop at the locations described; and

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

- a. The attached regulations shall be a part of the Manual of Bus Stop Designations of the City of Jersey City
  - (14-074) Repeal a southbound, far-side bus stop on Bergen Avenue @ Newkirk Street, all times
  - (14-075) Designate a southbound, near-side bus stop on Bergen Avenue @ Academy Street, all times
- b. A copy of each regulation shall be kept on file by the City Clerk for public inspection.
- c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repeaters of existing provisions.
- d. This resolution/regulation shall take effect at the time and in the manner as provided by law.

APPROVED:   
 Director of Traffic & Transportation

APPROVED:   
 Municipal Engineer

APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

JDS:pcl  
 (09.15.14)

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

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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 ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING THE SOUTHBOUND, FAR-SIDE BUS STOP ON BERGEN AVENUE AT NEWKIRK STREET, ALL TIMES AND DESIGNATING A SOUTHBOUND, NEAR-SIDE BUS STOP ON BERGEN AVENUE AT ACADEMY STREET, ALL TIMES**

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of the Senior Citizen who ride the bus back and forth to the C Town Supermarket	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**

REPEAL THE SOUTHBOUND, FAR-SIDE BUS STOP ON BERGEN AVENUE AT NEWKIRK STREET, ALL TIMES AND DESIGNATE A SOUTHBOUND, NEAR-SIDE BUS STOP ON BERGEN AVENUE AT ACADEMY STREET, ALL TIMES

The Senior Citizens requested this stop because the present one, far-side Bergen Avenue at Newkirk Street is too far to walk to and from the C Town Supermarket, especially when they have bundles.

NJ Transit will remove and install the bus stop signs at each location respectively.

I certify that all the facts presented herein are accurate.

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

10/6/14  
\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING,  
TRAFFIC & TRANSPORTATION  
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

Regulation 14-074

September 15, 2014

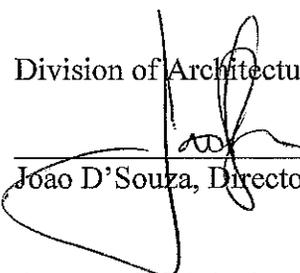
**BUS STOP REGULATION - REPEALED**

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

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-68 (D) (6) of the Jersey City Municipal Code, the following location is hereby REPEALED as a bus stop:

<b>STREET</b>	<b>HOURS</b>
[1. <u>Bergen Avenue</u> , southbound on the westerly side at: a. Newkirk Street - (far-side) Beginning at the southerly curb line of Newkirk Street and extending to a point 100 feet southerly therefrom.	All Times

Division of Architecture Engineering, Traffic and Transportation

  
Joao D'Souza, Director of Traffic & Transportation

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



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING,  
TRAFFIC & TRANSPORTATION  
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

Regulation 14-075

September 15, 2014

**BUS STOP REGULATION - DESIGNATED**

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

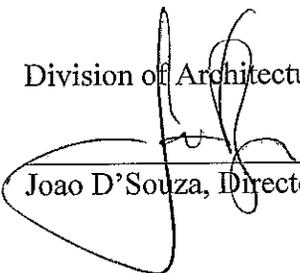
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-68 (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a bus stop:

**STREET**

**HOURS**

- |   |                  |
|---|------------------|
| <p>1. <u>Bergen Avenue</u>, southbound on the westerly side at:</p> <p>a. Academy Street - (near-side)</p> <p>Beginning at the northerly curb line of Academy Street and extending to a point 105 feet northerly therefrom.</p> | <p>All Times</p> |
|---|------------------|

Division of Architecture Engineering, Traffic and Transportation



\_\_\_\_\_  
Joao D'Souza, Director of Traffic & Transportation

Approved by Municipal Council Resolution

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



SCALE OF FEET  
 0 50 100  
 © 1911, JANUARY 2005, SHAWBORN

NEWARK  
 ↓

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

City Clerk File No. Res. 14.657

Agenda No. 10.M

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), HERBERT PLACE; NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE AND LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE BEGINNING 3:00 P.M. SATURDAY, OCTOBER 11, 2014 AND ENDING 2:00 A.M., SUNDAY, OCTOBER 12, 2014 AT THE REQUEST OF THE N.A.J.C. CHAMBER OF COMMERCE FOR THE PURPOSE OF THE DIWALI FESTIVAL**

**WHEREAS**, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the N.A.J.C. Chamber of Commerce to close Herbert Place, Newark Avenue from Kennedy Boulevard to Tonnele Avenue and Liberty Avenue from Newark Avenue to Van Winkle Avenue beginning 3:00 p.m. Saturday, October 11, 2014 and ending 2:00 a.m. Sunday, October 12, 2014 for the Diwali 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 296-72, 296-73 and 122-8 be waived; and

**WHEREAS**, the request to close Herbert Place, Liberty Avenue and Newark Avenue does not meet one or more of the requirements set forth in Sections 296-72(B)(2)(8), 296-73(D) and Section 122-9(C) as the street closure exceeds one block and the end time exceeds the time 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 Sections 296-72, 296-73 and Section 122-8 be waived.

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Herbert Place, Newark Avenue from Kennedy Boulevard to Tonnele Avenue and Liberty Avenue from Newark Avenue to Van Winkle Avenue beginning 3:00 p.m. Saturday, October 11, 2014 and ending 2:00 a.m. Sunday, October 12, 2014.

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

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

JDS:pcl  
(9.18.14)

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

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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 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), HERBERT PLACE; NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE AND LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE BEGINNING 3:00 P.M. SATURDAY, OCTOBER 11, 2014 AND ENDING 2:00 A.M., SUNDAY, OCTOBER 12, 2014 AT THE REQUEST OF THE N.A.J.C. CHAMBER OF COMMERCE FOR THE PURPOSE OF THE DIWALI FESTIVAL**

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Dave Bhavesh on behalf of N.A.J.C. Chamber of Commerce, 778 Newark Avenue, JCNJ 848.565.5282	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 HERBERT PLACE; NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE AND LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE BEGINNING 3:00 P.M. SATURDAY, OCTOBER 11, 2014 AND ENDING 2:00 A.M., SUNDAY, OCTOBER 12, 2014 FOR THE PURPOSE OF THE DIWALI 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

\_\_\_\_\_  
Date

10/1/14

## RECREATIONAL EVENT STREET CLOSURE

**BLOCKS:** NEWARK AV from KENNEDY BLVD to TONNELE AV  
HERBERT PL  
LIBERTY AV from NEWARK to VAN WINKLE AVS

PURPOSE OF EVENT: Diwali Festival

**BEGINS: 3PM Saturday, October 11**  
**ENDS: 2AM Sunday, October 12, 2014**

APPLICANT: Dave Bhavesh

ORGANIZATION : N.A.J.C. Chamber of Commerce

ADDRESS: 778 Newark Av

CITY, STATE, ZIP: Jersey City NJ 07306

PHONE #: 848.565.5282

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



TONNELE AV.

AV. & INDIA SQ.

LIBERTY AV.

NEWARK

WINKLE AV.

SKILLMAN AV

BLVD.

J. F. KENNEDY MEMORIAL

16

COTTAGE  
75'

589

589

596

HERBERT PL

PARK'G

APARTMENTS

PAINTS

MISSION

C'S & OFF'S

OFF.

C.

C & 2-R

FLATS

PAINTS & C.

FLATS

2-R

2-R

2-R

3-R

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

City Clerk File No. Res. 14.658

Agenda No. 10.N

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), STORMS AVENUE FROM BERGEN AVENUE TO MONTICELLO AVENUE AND NEVIN STREET BEGINNING 7:00 A.M. AND ENDING 6:00 P.M. THURSDAY, NOVEMBER 27, 2014 AT THE REQUEST OF THE MO'HAIR FOUNDATION FOR THE 18<sup>TH</sup> ANNUAL THANKSGIVING**

**WHEREAS**, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Mo'Hair Foundation to close both Storms Avenue from Bergen Avenue to Monticello Avenue and Nevin Street beginning 7:00 a.m. and ending 6:00 p.m. on Thursday, November 27, 2014 for the purpose of the 19<sup>th</sup> Annual Thanksgiving; and

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

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

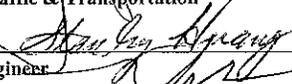
**WHEREAS**, the request to close both Storms Avenue and Nevin Street does not meet one or more of the requirements set forth in Section 296-71, 296-72(B)(2)(8) and 296-73(D) and Chapter 122, Section 122-8(C) as the street closing will start earlier than what is permitted, more than one block at a time will be closed and the event will be held on a weekday; and

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

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Storms Avenue from Bergen Avenue to Monticello Avenue and Nevin Street beginning 7:00 a.m. and ending 6:00 p.m. on Thursday, November 27, 2014.

JDS:pcl  
(09.15.14)

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer

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

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

Certification Required

Not Required

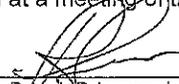
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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 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), STORMS AVENUE FROM BERGEN AVENUE TO MONTICELLO AVENUE AND NEVIN STREET BEGINNING 7:00 A.M. AND ENDING 6:00 P.M. THURSDAY, NOVEMBER 27, 2014 AT THE REQUEST OF THE MO'HAIR FOUNDATION FOR THE 18<sup>TH</sup> ANNUAL THANKSGIVING**

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Monique Smith-Andrews on behalf of Mo'Hair Foundation, 124 Storms Avenue, JCNJ 201.892.0879	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 STORMS AVENUE FROM BERGEN AVENUE TO MONTICELLO AVENUE AND NEVIN STREET BEGINNING 7:00 A.M. AND ENDING 6:00 P.M. THURSDAY, NOVEMBER 27, 2014 FOR THE 18<sup>TH</sup> ANNUAL THANKSGIVING

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

10/16/14  
\_\_\_\_\_  
Date

## RECREATIONAL EVENT STREET CLOSURE

**BLOCKS:** STORMS AV from BERGEN to MONTICELLO AVS  
NEVIN ST

PURPOSE OF EVENT: 18<sup>th</sup> Annual Thanksgiving

**BEGINS: 7AM ENDS: 6PM**  
**Thursday, November 27, 2014**

**APPLICANT:** Monique Smith-Andrews

**ORGANIZATION :** Mo'Hair Foundation

**ADDRESS:** 124 Storms Av

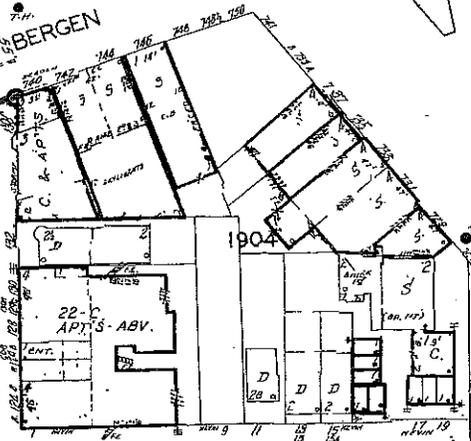
**CITY, STATE, ZIP:** Jersey City NJ 07306

**PHONE #:** 201.892.0879

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

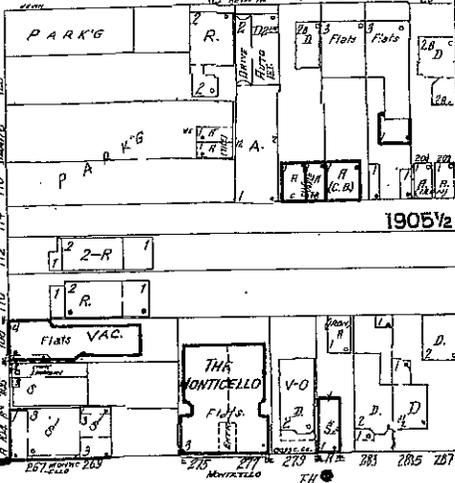
48

AV. ST



NEVIN

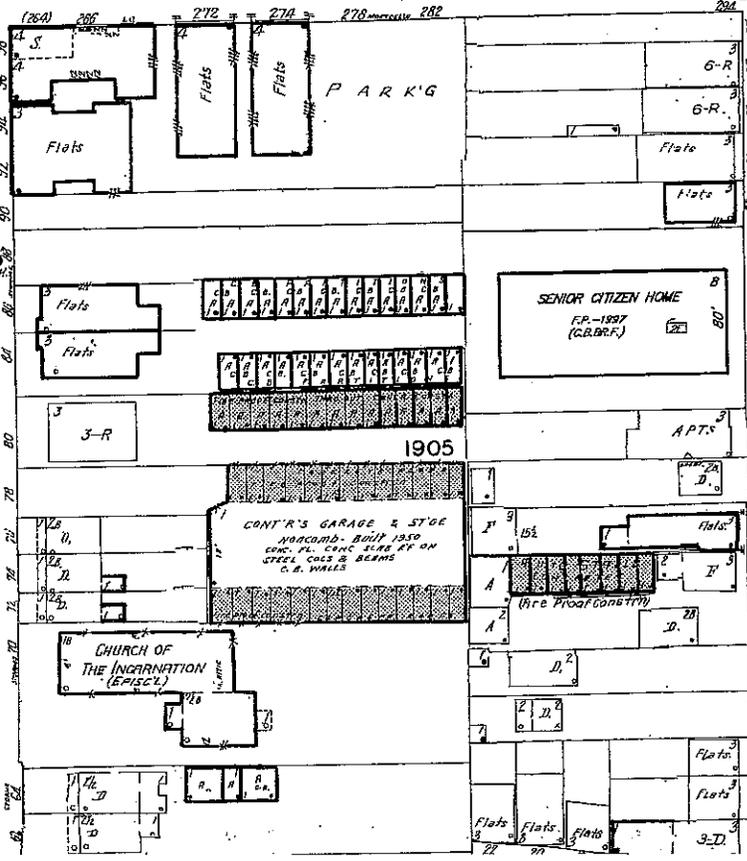
49



MONTICELLO AV.

STORMS

60



ROSE PL.

TUERS AV.

31

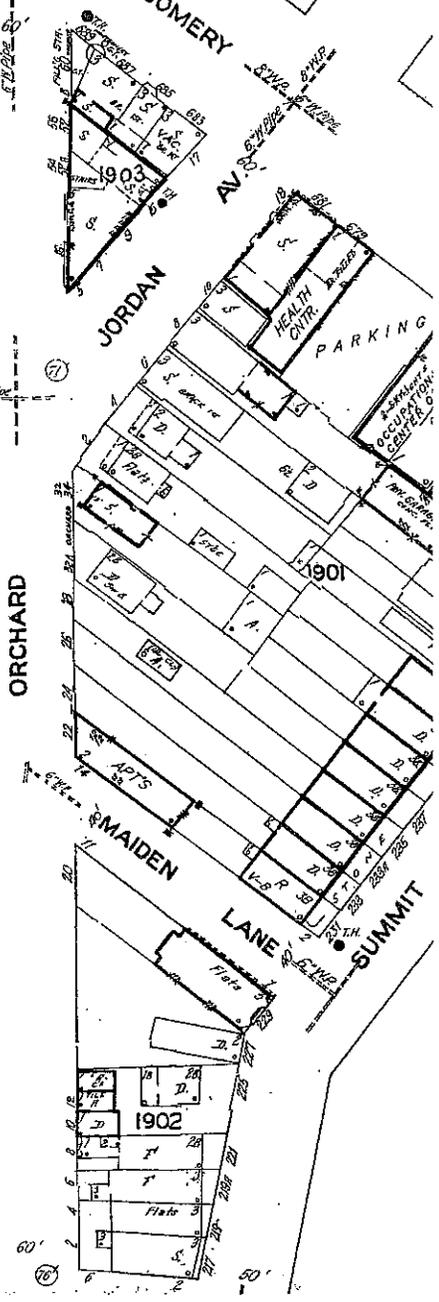
MONTGOMERY AV.

ORCHARD

JORDAN

MAIDEN LANE

SUMMIT



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

City Clerk File No. Res. 14.659

Agenda No. 10.0

Approved: OCT 08 2014



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET. SEQ. PERMITTING THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF JERSEY CITY TO FUEL ITS MOTOR VEHICLES AT THE CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS FACILITY**

**COUNCIL**  
following resolution:

offered and moved adoption of the

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and a school district to provide services performed by a municipality; and

**WHEREAS**, the Board of Education of the School District of Jersey City (School District) desires to fuel its motor vehicles at the City of Jersey City (City) Department of Public Works Facility; and

**WHEREAS**, the School District agrees to pay the City at cost plus a 5% of cost administrative fee; and

**WHEREAS**, the City and the School District desire to memorialize this agreement to provide these services;

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

1. The Mayor or Business Administrator is hereby authorized to execute an agreement with the Board of Education of the School District of Jersey City relating to the fueling of its motor vehicles at the City's Public Works Facility subject to the following minimum terms and conditions:

A. The term of the Agreement shall be for three (3) years effective as of October 9, 2014 and ending on October 8, 2017.

B. The School District agrees to reimburse the City for the fuel dispensed to its vehicles at the cost to the City plus a 5% of cost administrative fee.

2. The agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems necessary or appropriate.

3. A copy of the agreement shall be available for public inspection at the office of the City Clerk.

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET. SEQ. PERMITTING THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF JERSEY CITY TO FUEL ITS MOTOR VEHICLES AT THE CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS FACILITY**

4. A copy of the agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

*JM/kn*  
9/29/14

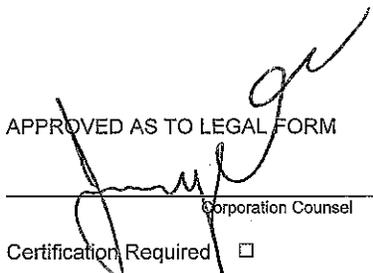
APPROVED: \_\_\_\_\_



Business Administrator

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

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

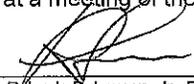
**APPROVED 7-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>10.8.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		<b>ABSENT</b>		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 - 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 AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET. SEQ. PERMITTING THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF JERSEY CITY TO FUEL ITS MOTOR VEHICLES AT THE CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS FACILITY

**Project Manager**

Department/Division	Business Administration	
Name/Title	Robert Kakoleski	Director
Phone/email	(201) 547-5147	rjkakoleski@jenu.org

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

**Contract Purpose**

This Resolution will authorize the Mayor or Business Administrator to execute a Shared Services Agreement with the Jersey City Board of Education for the purpose of fueling vehicles utilized by the Board of Education in their daily job related activities. Pursuant to the Agreement, the Board of Education will reimburse the City for the fuel dispensed to its vehicles at the cost to the City plus a 5% of cost administration fee.

**Cost (Identify all sources and amounts)**

The cost goes to the Board of Education. It will be the cost of the fuel taken plus a 5% administration fee.

**Contract term (include all proposed renewals)**

Three (3) years effective as of October 9, 2014 and ending on October 8, 2017.

Type of award

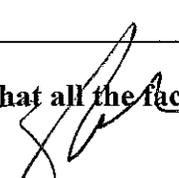
If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

 9/30/14

**SHARED SERVICES AGREEMENT TO OBTAIN FUEL AT THE  
DEPARTMENT OF PUBLIC WORKS FACILITY**

This Agreement dated as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF JERSEY CITY (CITY), a Municipal Corporation of the State of New Jersey, having offices at City Hall, 280 Grove Street, Jersey City, NJ 07302, and the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF JERSEY CITY (School District), an agency of the State of New Jersey, with offices at 346 Claremont Avenue, Jersey City, NJ.

**WITNESSETH:**

**WHEREAS**, the City and School District desire to enter into this Agreement wherein the City will permit School District to fuel its motor vehicles at the City's Department of Public Works Facility; and

**WHEREAS**, School District will reimburse the City for the cost of the fuel it obtains at the Public Works Facility;

**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 each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

**ARTICLE I**  
**Purpose of Agreement**

The purpose of this Agreement is for the City to permit the School District to obtain gasoline and diesel fuel for its vehicles at the City's Public Works facility located at Route 440, Jersey City or 13 Linden Avenue East, Jersey City.

**ARTICLE II**  
**Contract Term**

This Agreement is effective as of July October 9, 2014 and shall expire three (3) years later on October 8, 2017.

**ARTICLE III**  
**Terms and Conditions**

1. Gas or diesel fuel may be obtained at any time, excepting that the drivers or passengers of School District vehicles may not pump their own gas. If the City's pumps are unattended, School District vehicle must wait for the City attendant.

2. If the City determines to eliminate gasoline and diesel fuel pumps from its

Public Works Facility, the City may terminate this Agreement in accordance with the provisions of Article V.

3. All School District vehicles obtaining fuel at the City's Public Works Facility shall have automobile liability coverage in an amount to be determined by the City's Risk Manager.

4. School District shall have Workmen's Compensation insurance coverage for all operators of vehicles obtaining fuel at the Public Works Facility.

#### **ARTICLE IV** **Compensation and Payment**

1. Reimbursement will be made to the City at the actual cost to the City for the fuel (gasoline and diesel), plus a 5% of cost administration fee. The payments shall be paid on a quarterly basis. Payments shall be due on the first day of the month following the end of a calendar quarter.

#### **ARTICLE V** **Termination**

The City may terminate this Agreement at its convenience by providing 30 days' prior written notice of its intent to terminate by certified mail, return receipt requested.

#### **ARTICLE VI** **Assignment**

Neither party to this Agreement shall make an assignment or transfer this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

#### **ARTICLE VII** **Amendments**

The parties hereto reserve the right subject to mutual assent to amend the terms and conditions as herein contained, is as necessary and is evidenced by a written formally executed addendum to the Agreement.

#### **ARTICLE VIII** **Entire Agreement**

This Agreement constitutes the entire agreement between the City and School District. 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, statement or agreements other than herein expressed. No

agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

**ARTICLE IX**  
**Counter-parts**

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

**ARTICLE X**  
**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 Business Administrator  
City Hall, 280 Grove Street  
Jersey City, NJ 07302

School District Business Administrator  
346 Claremont Avenue  
Jersey City, NJ 07305

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

CITY OF JERSEY CITY

STATE OPERATED SCHOOL  
DISTRICT OF JERSEY CITY

By:

By:

\_\_\_\_\_  
Robert Kakoleski  
Business Administrator

\_\_\_\_\_  
Dr. Marcia V. Lyles  
State District Superintendent

Witness:

Witness:

By:

By:

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

JM  
9-29-14

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

City Clerk File No. Res. 14.660

Agenda No. 10.P

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STATEWIDE STRIPING CORPORATION FOR TRAFFIC STRIPING AND CROSSWALK MAINTENANCE PROGRAM, PROJECT NO. 13-006 FOR THE DEPARTMENT OF ADMINISTRATION /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 **Traffic Striping and Crosswalk Maintenance Program, Project No. 13-006** for the Department of Administration/Division 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 **Four (4) Bids**, the lowest responsible bid being that from **Statewide Striping Corp., 499 Pomeroy Road, Parsippany NJ, 07054**, in the total bid amount of **Two Hundred Thirty Five Thousand, Six Hundred Seventy Five (\$235,675.50) Dollars and Fifty Cents**; and

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

**WHEREAS**, the sum of **Two Hundred Thirty Five Thousand, Six Hundred Seventy Five (\$235,675.50) Dollars and Fifty Cents** are available in the 2014 permanent budget; and

**WHEREAS**, the funds for this purchase are available in **Grant Acct #02-213-40-398-314 and City Capital Acct #04-215-55-861-990**; and

**Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.**

Acct. No.	P.O. #		Amount
02-213-40-398-314	114932	Grant Acct	\$200,000.00
04-215-55-861-990	114933	Capital Acct	\$35,675.50
		Bid Total	\$235,675.50
04-215-55-927-990	114934	Contingency	\$23,567.00
		Total Encumbrance	\$259,242.50

**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 **Statewide Striping Corp.** 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. 14.660  
Agenda No. 10.P OCT 08 2014

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STATEWIDE STRIPING CORPORATION FOR TRAFFIC STRIPING AND CROSSWALK MAINTENANCE PROGRAM, PROJECT NO. 13-006 FOR THE DEPARTMENT OF ADMINISTRATION /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 Administration/Div. of Architecture, Engineering, Traffic & Transportation.**

Acct. No.	P.O. #		Amount
02-213-40-398-314	114932	Grant Acct	\$200,000.00
04-215-55-861-990	114933	Capital Acct	<u>\$35,675.50</u>
		Bid Total	\$235,675.50
04-215-55-927-990	114934	Contingency	<u>\$23,567.00</u>
		Total Encumbrance	\$259,242.50

Approved by 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 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	ABSENT			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 - 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 A CONTRACT TO STATEWIDE STRIPING FOR TRAFFIC STRIPING AND CROSSWALK MAINTENANCE PROGRAM, PROJECT NO. 13-006 FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

**Project Manager**

Department/Division	Select Department	Administration	Architecture, Engineering, Traffic &
Name/Title	Joao D'Souza		Director, Traffic & Transportation
Phone/email	(201) 547-4530	joao@jcnj.org	joao@jcnj.org

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

**Contract Purpose**

Remov and/or replace existing missing or faded thermoplastic traffic striping marking and symbols on various locations.

**Cost (Identify all sources and amounts)**

02-213-40-398-314	\$200,000.00
04-215-55-861-990	\$ 35,675.50
04-215-55-861-990	\$ 23,567.00

**Contract term (include all proposed renewals)**

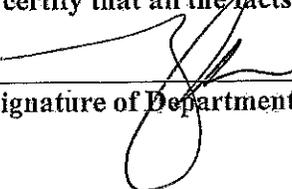
180 days from award of contract

Type of award  Maintenance

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/30/14  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING,  
TRAFFIC & TRANSPORTATION  
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

DATE : September 30, 2014  
TO : Peter Folgado, Purchasing Director  
FROM : Robert Kakoleski, Business Administrator  
SUBJECT : **Traffic Striping and Marking  
Jersey City Project No. 13-006  
Re: Contract Award**

Please be advised, after careful and thorough review of the bids, I recommend that the contract be awarded to:

**STATEWIDE STRIPING CORP  
499 POMEROY RD  
PARSIPPANY NJ 07054**

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **October 08, 2014 council meeting**.

REQ #	ACCOUNT NUMBER	AMOUNT
0167237	02-213-40-398-314	\$200,000.00
0167238	04-215-55-861-990	\$ 35,675.50
0167671	04-215-55-861-990 (Contingency)	\$ 23,567.00

If you have any questions do not hesitate to call.

Robert Kakoleski, Business Administrator

Sp  
Attachments

C: Brian F. Weller, Director, Division of AET&T  
Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Division  
Dawn Odom, Supv Adm Analyst



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING,  
TRAFFIC & TRANSPORTATION  
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

DATE : September 30, 2014  
TO : Brian Weller, Director, AET  
FROM : Joao D'Souza, Director, Traffic & Transportation  
SUBJECT : **Recommendation Letter**  
Traffic Striping and Marking  
Jersey City Project No. 13-006

Please be advised, after a careful and thorough review of bids received for above mentioned project, I recommend that the contract be awarded to:

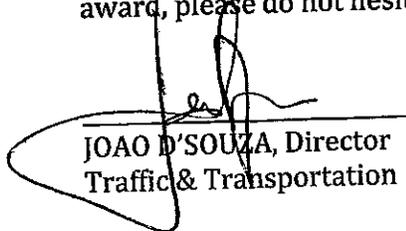
**STATEWIDE STRIPING CORP**  
**499 POMEROY RD**  
**PARSIPPANY NJ 07054**

Total Contract Amount = \$235,675.50

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the October 08, council meeting.

REQ #	ACCOUNT NUMBER	AMOUNT
0167237	02-213-40-398-314	\$200,000.00
0167238	04-215-55-861-990	\$ 35,675.50
0167671	04-215-55-861-990 (Contingency)	\$ 23,567.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at x4530.

  
JOAO D'SOUZA, Director  
Traffic & Transportation

C: Dawn Odom, Supv Adm Analyst

G:\PROJECTS by NAMES\Traffic Striping and Markings Project 13-006\Correspondence\BW-Recommendation letter.docx



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING,  
TRAFFIC & TRANSPORTATION  
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

DATE : September 30, 2014

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

FROM : Brian F. Weller, L.L.A., Director, Architecture, Engineering <sup>(B)</sup>  
Traffic and Transportation

SUBJECT : **Traffic Striping and Marking**  
Project No. 13-006

There exists a need for removal and/or replacement of existing, missing or faded thermoplastic traffic striping, markings and symbols on various streets within Jersey City.

Statewide Striping Corp.	\$235,675.50
Traffic Lines, Inc.	\$268,177.50
Zone Striping, Inc.	\$324,333.00
Denville Line Painting, Inc.	\$341,575.00

The lowest proposal was from Statewide Striping Corp., in the amount of \$235,675.50. Attached for your consideration is the Resolution authorizing the award of a contract to Statewide Striping, Corp., for the above mentioned project.

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

Attachments

sp

**SCHEDULE OF PRICES**

**TOTAL BID PRICE (SUM OF ITEMS NOS. 1 THROUGH 6)**

**ITEM NO. 1 TRAFFIC CONES**

50 Units @ \$ 0.01 per Unit \$ 0.50

one cent  
(Write Unit Price)

**ITEM NO. 2 TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC  
4" WIDE**

340,000 L.F. @ \$ 0.58 per Linear Foot \$ 197,200.00

fifty-eight cents

**ITEM NO. 3 TRAFFIC MARKINGS, SYMBOLS, LONG LIFE  
THERMOPLASTIC**

2,375 S.F. @ \$ 4.50 per Square Foot \$ 10,687.50

four dollars + fifty cents  
(Write Unit Price)

**ITEM NO. 4 REMOVE TRAFFIC STRIPES, 4" WIDE  
THERMOPLASTIC**

3,175 S.F. @ \$ 0.50 per Square Foot \$ 1,587.50

fifty cents  
(Write Unit Price)

**ITEM NO. 5 REMOVE TRAFFIC MARKINGS, SYMBOLS  
THERMOPLASTIC**

800 S.F. @ \$ 1.50 per Square Foot

\$ 1,200.00

One dollar and fifty cents  
(Write Unit Price)

**CONSTRUCTION BASE BID PRICE**

\$ 210,675.50

(IN FIGURES)

Two hundred ten thousand six hundred seventy-five dollars  
(IN WORDS) and fifty cents

**ITEM NO. 6 TRAFFIC DIRECTOR, JERSEY CITY POLICE  
(INCLUDING VEHICLE & FUEL)**

\$ 25,000.00

LUMP SUM

(Twenty Five Thousand Dollars and Zero Cents)

**TOTAL CONSTRUCTION BASE BID PRICE (INCLUDING ITEM NO. 6)**

\$ 235,675.50

(IN FIGURES)

Two hundred thirty five thousand six hundred seventy-five dollars  
(IN WORDS) and fifty cents

EXHIBIT B (Cont)

in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

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

W. Robert Wilson

Representative's Signature

Name of Company:

Satewide Striping Corporation  
499 Pomerooy Road  
Parsippany, NJ 07054  
973-428-0600 Ph. 973-428-1053 fax

Tel. No.:

Date:

9/23/14

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

The contractor and the United States of America (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.

Contractor's Name/Title Print: \_\_\_\_\_

Representative's Name/Title Print: W. Robert [Signature]

Representative's Signature: [Signature]

Name of Company: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

**Statewide Striping Corporation**  
499 Pomeroy Road  
Parsippany, NJ 07054  
973-428-0600 Ph. 973-428-1053 fax

Date: 9/23/14

Official Use Only

Assignment

Code

STATE OF NEW JERSEY  
DIVISION OF CONTRACT COMPLIANCE  
EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

RMAA-201  
Revised 10/03

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM.  
PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER \_\_\_\_\_ 2. CONTRACTOR ID NUMBER \_\_\_\_\_

5. NAME AND ADDRESS OF PUBLIC AGENCY AWARING CONTRACT

NAME AND ADDRESS OF PRIME CONTRACTOR

CONTRACT NUMBER \_\_\_\_\_ DATE OF AWARD \_\_\_\_\_ DOLLAR AMOUNT OF AWARD \_\_\_\_\_

(Name)

6. NAME AND ADDRESS OF PROJECT

7. PROJECT NUMBER

(Street Address)

COUNTY

B. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)?  YES  NO

4. IS THIS COMPANY MINORITY OWNED  OR WOMAN OWNED

9. TRADE OR CRAFT

PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
MALE		FEMALE		MALE		FEMALE			
J	AP	J	AP	J	AP	J	AP		

- 1. ASBESTOS WORKER
- 2. BRICKLAYER OR MASON
- 3. CARPENTER
- 4. ELECTRICIAN
- 5. GLAZIER
- 6. HVAC MECHANIC
- 7. IRONWORKER
- 8. OPERATING ENGINEER
- 9. PAINTER
- 10. PLUMBER
- 11. ROOFER
- 12. SHEET METAL WORKER
- 13. SPRINKLER FITTER
- 14. STEAMFITTER
- 15. SURVEYOR
- 16. TILER
- 17. TRUCK DRIVER
- 18. LABORER
- 19. OTHER
- 20. OTHER

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

(Signature)

(Title)

10. (Please Print Your Name)

(Date)

(Area Code) (Telephone Number) (Ext.)



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 :

*Statewide Striping Corporation*

Address :

*499 Pomeroy Road*

*Parsippany, NJ 07054*

Telephone No. :

*973-428-0600 Ph. 973-428-1053 fax*

Contact Name :

*W. Robert Wilson*

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

Form MWB-3 Contractor's compliance plan to be submitted with bid document  
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR  
PROPOSAL (or within 24 hours thereafter)

City of Jersey City  
Department of Administration / Division of Equal Opportunity  
Division of Equal Opportunity

Project: Traffic Stripe + Marking # 13-006  
Contractor: Statewide Striping Corp Bid Amt. \$ 234,723

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				X
N/A - NO SUBS				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

MWB3 page 2 - Project Traffic Strip + Marking 13-006

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					X
N/A - NO subs					

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

We continue to search suppliers in our industry, but to date have not found anyone.

Name of Contractor

by: Signature [Signature]

Type or print name/title: W. Robert Wilson / CFO

Tel: No. 973-428-0600 Date: 9/25/14

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

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

MWB3 page 2 - Project Traffic Stripe + Marking 13-006

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					X
N/A - no subs					

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

We continue to search suppliers in our industry, but to date have not found anyone.

Name of Contractor

by: Signature [Handwritten Signature]

Type or print name/title: CEO - W. Robert Wilson

Tel: No. 973-428-0600 Date: 9/25/14

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

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

Certificate Number  
608420



Registration Date: 08/03/2014  
Expiration Date: 08/02/2016

## 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:

Statewide String Corporation  
**2014**

Responsible Representative(s):  
Kenneth E. Kida, President  
W. Robert Wilson, Vice-President

Responsible Representative(s):

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.

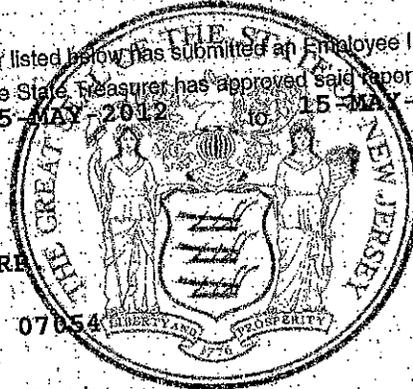
Certification 8386

# 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-MAY-2012 to 15-MAY-2019

STATEWIDE STRIPING CORP  
499 POMEROY ROAD  
PARSIPPANY

NJ 07054



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

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 08646-0252

TAXPAYER NAME:  
STATEWIDE STRIPING CORPORATION  
TAXPAYER IDENTIFICATION#

TRADE NAME:

CONTRACTOR CERTIFICATION#  
0103941

ADDRESS  
499 POMEROY RD  
PARSIPPANY NJ 07054-2811

ISSUANCE DATE:  
10/15/01

EFFECTIVE DATE:  
12/12/78

*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.



## New Jersey Division of Revenue

Revenue | NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0103941 FOR STATEWIDE STRIPING CORPORATION IS VALID.

VERIFIED  
PC

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

City Clerk File No. Res. 14.661

Agenda No. 10.0

Approved: OCT 08 2014

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2014 – 2015 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) has been designated as the State agency to administer and supervise the federal Community Services Block Grant; and

**WHEREAS**, the Department of Community Affairs intends to award the City of Jersey City approximately \$289,520.22 for the Community Services Block Grant program; and

**WHEREAS**, the Community Services Block Grant will operate from the period of January 1, 2014 through December 31, 2015; and

**WHEREAS**, the City of Jersey City has developed a Community Services Block Grant application consistent with the City's needs and federal regulations; and

**WHEREAS**, the City of Jersey City's application details projects recommended to receive funding for FY2014 – 2015 as identified on the attached page; and

**WHEREAS**, the City of Jersey City has complied with all program requirements and will continue to administer the Community Services Block Grant Program in compliance with such requirements.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the Mayor and/or Business Administrator are hereby authorized to submit a proposal application to the New Jersey Department of Community Affairs for FY2014 – 2015 Community Services Block Grant funding.

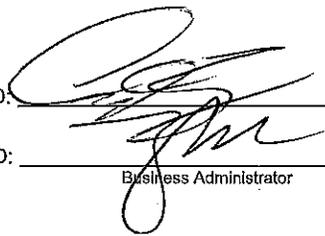
City Clerk File No. Res. 14.661

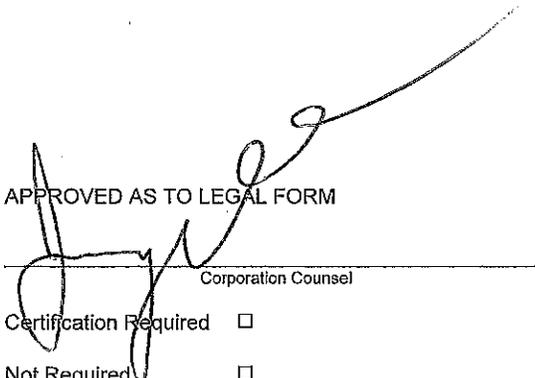
Agenda No. 10.0 OCT 08 2014

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2014 – 2015 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

AGENCY	INITIAL FUNDING	FUNDING LEVEL
Administration	\$ 40,590.22	\$123,000.00
Boys and Girls Club of Hudson County	\$ 5,775.00	\$ 17,500.00
Educational Arts Team	\$ 19,800.00	\$ 60,000.00
Grace Van Vorst Community Services	\$ 5,115.00	\$ 15,500.00
Hudson Community Enterprises	\$ 6,600.00	\$ 20,000.00
JC Dept. of Health & Human Services (Meals on Wheels)	\$ 47,520.00	\$144,000.00
JC Dept. of Health & Human Services (Homeless Outreach)	\$ 21,478.00	\$ 65,084.00
Jersey City Employment & Training Commission	\$ 46,200.00	\$140,000.00
Jersey City Free Public Library	\$ 17,242.00	\$ 52,250.00
Let's Celebrate, Inc.	\$ 16,500.00	\$ 50,000.00
New City Kids	\$ 14,850.00	\$ 45,000.00
Puertorriquenos Asociados for Community Organization (PACO)	\$ 6,600.00	\$ 20,000.00
Salvation Army (Basic Needs)	\$ 6,930.00	\$ 21,000.00
Salvation Army (After School Program)	\$ 18,150.00	\$ 55,000.00
The Sharing Place	\$ 4,620.00	\$ 14,000.00
Suits for Success, Inc.	\$ 4,950.00	\$ 15,000.00
WomenRising, Inc. (Strong Foundations Program)	\$ 6,600.00	\$ 20,000.00
<b>TOTAL</b>	<b>\$289,520.22</b>	<b>\$877,334.00</b>

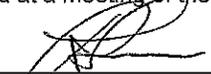
APPROVED:  \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM  
 \_\_\_\_\_  
 Corporation Counsel  
 Certification Required   
 Not Required   
**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>10.8.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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.

 \_\_\_\_\_  
 Rafaelo 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 of the Municipal Council of the City of Jersey City Authorizing Submission of the FY2014 – 2015 Community Services Block Grant (CSBG) Application to the New Jersey Department of Community Affairs

**Project Manager**

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Carmen Gandulla	Director
Phone/email	201-547-5304	cgandulla@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 Community Services Block Grant (CSBG) is an anti-poverty grant that provides funding to various social service agencies. Services range from educational programs to youth to Meals on Wheels program for senior citizens.

**Cost (Identify all sources and amounts)**

Grant Funds - \$289,520.22 (initial allocation).  
Expected total allocation of \$877,334.00

**Contract term (include all proposed renewals)**

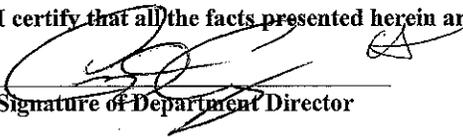
Grant Term is from October 1, 2014 – December 31, 2015

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 \_\_\_\_\_

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

City Clerk File No. Res. 14-662

Agenda No. 10-R

Approved: OCT 08 2014

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO RACHLES/MICHELE'S OIL COMPANY FOR DIESEL FUEL UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION

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

**WHEREAS**, funding is required for Rachles/Michele's Oil Company to provide Diesel Fuel; 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**, **Rachles/Michele's Oil Company, 116 Kuller Raod, Clifton, New Jersey 07011** being in possession of **State Contract A82769**, will provide Diesel Fuel in the total annual amount of **One Million Two Hundred Thousand Dollars (\$1,200,000.00)**; and

**WHEREAS**, funds in the amount of \$140,000.00 are available in the calendar year 2014 budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in account No. 01-201-31-434-208; and

**WHEREAS**, these funds are available for this expenditure in the account shown below

#### **Department of Administration Operating Account**

<b>Acct No.</b>	<b>P.O #</b>	<b>State Contract</b>	<b>Encumbrance</b>
01-201-31-434-208	114600	A82769	\$140,000.00

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

**WHEREAS**, the contract shall be effective as of October 1, 2014 through September 30, 2015; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **Rachles/Michele's Oil Company**, 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**, pursuant to N.J.A.C. 5:30-5.5(c) 2, the continuation of the contract after the expenditure of funds encumbered in the 2014 budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year temporary and permanent budget; and be further

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO RACHLES/MICHELE'S OIL COMPANY FOR DIESEL FUEL UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION**

**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.

**Department of Administration Operating Account**

Acct No.	P.O #	State Contract	Encumbrance
01-201-31-434-208	114600	A82769	\$140,000.00

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

September 8, 2014  
Date

PF/pv  
9/8/14

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 <u>10.8.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION 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 A CONTRACT TO RACHLES/ MICLHELE'S OIL COMPANT FOR DIESEL FUEL UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ADMINISTRATIVE SERVICES**

**Project Manager**

Department/Division	Administration	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	Steve M@JCNJ.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 diesel fuel for City vehicles.

**Cost (Identify all sources and amounts)**

Operating Account (01-201-31-434-208)

Total Contract Amount = \$1,200,000.00

**Contract term (include all proposed renewals)**

This is a State Contract # A 82769.

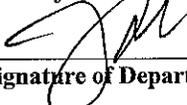
The term is one year from Oct. 1, 2014 – Sept. 30, 2015.

Type of award

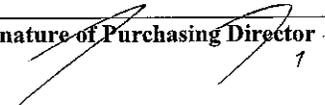
If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/26/14  
Date

  
Signature of Purchasing Director

9/26/14  
Date

0167264

**TERM CONTRACT SEARCH BY TNUMBER**

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T1845 13-x -22463	ULTRA LOW SULFUR DIESEL AND BIODIESEL FUEL	RACHLES MICHELE OIL CO INC	82769
T0077 12-x -22269	FUEL OIL #2 - HEATING	RACHLES MICHELE OIL CO INC	81398
T0083 12-x -22122	GASOLINE, AUTOMOTIVE	RACHLES MICHELE OIL CO INC	80913

[TOP](#)





**STATE OF NEW JERSEY**  
 PROCUREMENT BUREAU  
 33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230  
**TERM CONTRACT**

ULTRA LOW SULFUR DIESEL  
 AND BIODIESEL FUEL

NUMBER : A82768  
 DATE : 07/18/14  
 BUYER : JACKIE KEMERY  
 PHONE : (609) 884-8289  
 EFFECTIVE DATE : 11/01/12  
 EXPIRATION DATE : 10/31/15  
 T-NUMBER : T1845  
 CONTRACTOR : RACHLES MICHELE OIL CO INC

RACHLES MICHELE OIL CO INC  
 118 KULLER ROAD  
 CLIFTON NJ 07011

VENDOR NO. : 223109854 00  
 VENDOR PHONE : (973)546-1041  
 FEIN/SSN : 223109854  
 REQ AGENCY : 822050  
 PROCUREMENT BUREAU  
 AGENCY REQ NO. :  
 PURCH REQ NO. : 1040576  
 FISCAL YEAR : 13  
 COMMODITY CODE : 40509  
 SOLICITATION # : 22463  
 BID OPEN DATE : 08/30/12

*Revised*

TERM CONTRACT FROM: 11/01/12 TO: 10/31/15 ESTIMATED AMOUNT: \$ 625,000.00

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:11/01/12  
 CONTRACT ENDING ORDERING PERIOD DATE IS:10/31/15
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN 002 DAYS ARO UNLESS  
 SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE  
 DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY  
 SCHEDULE IS ENCLOSED HEREIN:NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED: YES ; DATE REQUIRED 11/01/12  
 AMOUNT \$50,000 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER  
 THE COOPERATIVE PROCUREMENT PROGRAM YES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
9. AWARDED LINES: YOU WERE AWARDED 14 LINES FROM THE SOLICITATION NUMBER 22463 .  
 THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER 22463 INCLUDING ANY ADDENDA  
 THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE  
 INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND  
 PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER  
 REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

BUYER

DATE

FOR DIRECTOR DATE  
 DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED  
 GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN  
 RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY



**State of New Jersey**

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

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

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

July 18, 2014

TO: All Using Agencies & T-1845 Term Contract Vendors.

FROM: Jackie Kemery, Procurement Supervisor

SUBJECT: T-1845 (13-X-22463) Ultra Low Sulfur Diesel (ULSD) and Biodiesel Fuel

Original Contract Period: November 1, 2012 to October 31, 2013

1<sup>st</sup> Extension: November 1, 2013 to October 31, 2014

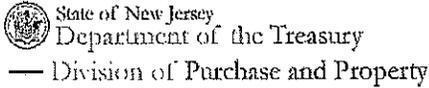
2<sup>nd</sup> Extension: November 1, 2014 to October 31, 2015

**AMENDMENT #6**

The contract is hereby extended for a period of one year from November 1, 2014 to October 31, 2015 to the following contractors:

Allied Oil LLC	#82770
Majestic Oil Co. Inc.	#82767
Major Petroleum Industries	#82766
National Terminal	#82768
Pedroni Fuel Co.	#82764
Rachles Michele's	#82769
Riggins Inc.	#82763
Taylor Oil	#82765

All other prices, terms and conditions remain the same. Please attach this amendment to your Notice of Award.



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

**T-1845  
ULTRA LOW SULFUR DIESEL  
AND BIODIESEL FUEL**

Vendor Information
By Vendor
RFP Documents
Email to DOREICA HOLT

**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)
- [Method of Operation](#) Adobe PDF (64 kb)
- [Method of Operation](#) Adobe PDF (64 kb)
- [Amendment #1 - Price Adjustment](#) Adobe PDF (36 kb)
- [Amendment #2 - Price Adjustment](#) Adobe PDF (19 kb)
- [Amendment #3 - Price Adjustment](#) Adobe PDF (121 kb)
- [Amendment #4 - Contract Extension #1 to 10/31/2014](#) Adobe PDF (19 kb)
- [Amendment #5 - Price Adjustment](#) Adobe PDF (18 kb)
- [Amendment #6 - Contract Extension #2 to 10/31/2015](#) Adobe PDF (19 kb)

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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**

<b>Index #:</b>	T-1845
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 11/01/12 TO: 10/31/15
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*

<b>Contract#:</b>	82764
<b>Expiration Date:</b>	10/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	2 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	
	RACHLES MICHELE OIL CO INC 116 KULLER ROAD CLIFTON, NJ 07011
<b>Contact Person:</b>	MICHELE RESTAIONO
<b>Contact Phone:</b>	973-546-1041
<b>Order Fax:</b>	973-546-0126
<b>Contract#:</b>	82769
<b>Expiration Date:</b>	10/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	2 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	YES
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	
	RIGGINS INC 3938 S MAIN ROAD VINELAND, NJ 08360
<b>Contact Person:</b>	PAUL RIGGINS
<b>Contact Phone:</b>	856-825-7500
<b>Order Fax:</b>	856-825-2270
<b>Contract#:</b>	82763
<b>Expiration Date:</b>	10/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	2 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	
	TAYLOR OIL CO INC 77 SECOND ST SOMERVILLE, NJ 08876
<b>Contact Person:</b>	FRANK T. BLOOM
<b>Contact Phone:</b>	908-725-7737
<b>Order Fax:</b>	908-203-8889
<b>Contract#:</b>	82765
<b>Expiration Date:</b>	10/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	1 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
PRICE CAPE MAY COUNTY OVER 5000 DELIVERED GALLONS DELIVERY: 2 DAYS ARO					
Vendor: RACHLES MICHELE OIL CO INC			Contract Number: 82769		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 405-09-084187 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: ULTRA LOW SULFUR DIESEL (ULSD) OIL PRICE DAILY POSTING FOR DATE OF DELIVERY NEW ARK RESELLER TANK PRICE - LOW END	1.000	GAL	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 405-09-084188 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: ULTRA LOW SULFUR DIESEL DYED OIL PRICE DAILY POSTING FOR DATE OF DELIVERY NEW ARK RESELLER TANK PRICE - LOW END	1.000	GAL	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 405-09-084189 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: WINTER MIX ADDITIVE ALLOWANCE	1.000	GAL	N/A	\$ .03000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 405-09-084585 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: SERVICE CHARGE, ADDITIONAL FLAT RATE FOR DELIVERY ONLY TO AN EMERGENCY GENERATOR(S). DELIVERY: 2 DAYS ARO	1.000	TASK	N/A	\$50.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 405-09-084190 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: SERVICE CHARGE, ADDITIONAL FLAT RATE FOR	1.000	TASK	N/A	\$100.00000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	<p>DELIVERIES THAT MAY HAVE TO BE MADE ON WEEKENDS OR HOLIDAYS. DELIVERY: 2 DAYS ARO</p> <p>COMM CODE: 405-09-084742 [FUEL, OIL, GREASE AND LUBRICANTS]</p> <p>ITEM DESCRIPTION: TEMPORARY ADDITIONAL UPCHARGE</p> <p>FOR DELIVERIES MADE AFTER HURRICANE SANDY, EFFECTIVE OCTOBER 30, 2012 TO NOVEMBER 13, 2012, A CONTRACTOR WHO INCURRED EXTRAORDINARY EXPENSES (OUTSIDE THE SCOPE OF THE UPCHARGE NORMALLY ALLOWED UNDER THE CONTRACT) OBTAINING FUEL FROM AN ALTERNATE TERMINAL AND CAN DOCUMENT AND JUSTIFY THOSE EXPENSES, MAY REQUEST AN ADDITIONAL TEMPORARY UPCHARGE TO BE PAID VIA THIS LINE. THE STATE RESERVES THE RIGHT TO AUDIT ALL BILLS. IF IT IS FOUND, AT ANY TIME THAT THE STATE WAS OVERCHARGED BY THE ABOVE METHOD, IT WILL BE THE STATE'S OPTION TO ALLOW ONLY THE UPCHARGE ORIGINALLY BID. DELIVERY: 2 DAYS ARO</p>	1.000	GAL	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00079	<p>COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS]</p> <p>ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE</p> <p>SOMERSET COUNTY UP TO 1000 DELIVERED GALLONS</p>	1.000	GAL	N/A	\$.06450
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00080	<p>COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS]</p> <p>ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL</p>	1.000	GAL	N/A	\$.06450

	TO BE ADDED TO POSTED PRICE  SOMERSET COUNTY 1001 TO 2500 DELIVERED GALLONS				
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00081	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE  SOMERSET COUNTY 2501 TO 5000 DELIVERED GALLONS	1.000	GAL	N/A	\$.06450
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00082	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE  SOMERSET COUNTY OVER 5000 DELIVERED GALLONS	1.000	GAL	N/A	\$.06450
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00083	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE  SUSSEX COUNTY UP TO 1000 DELIVERED GALLONS	1.000	GAL	N/A	\$.08740
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00084	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE  SUSSEX COUNTY 1001 TO 2500 DELIVERED GALLONS	1.000	GAL	N/A	\$.08740
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>

00085	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE  SUSSEX COUNTY 2501 TO 5000 DELIVERED GALLONS	1.000	GAL	N/A	\$.08740
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00086	COMM CODE: 405-09-084586 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: UPCHARGE FOR ULTRA LOW SULFUR FUEL TO BE ADDED TO POSTED PRICE  SUSSEX COUNTY OVER 5000 DELIVERED GALLONS	1.000	GAL	N/A	\$.08740
<b>Vendor: RIGGINS INC</b>		<b>Contract Number: 82763</b>			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001	COMM CODE: 405-09-084187 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: ULTRA LOW SULFUR DIESEL (ULSD) OIL PRICE DAILY POSTING FOR DATE OF DELIVERY NEW ARK RESELLER TANK PRICE - LOW END	1.000	GAL	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00002	COMM CODE: 405-09-084188 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: ULTRA LOW SULFUR DIESEL DYED OIL PRICE DAILY POSTING FOR DATE OF DELIVERY NEW ARK RESELLER TANK PRICE - LOW END	1.000	GAL	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00003	COMM CODE: 405-09-084189 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: WINTER MIX ADDITIVE ALLOWANCE	1.000	GAL	N/A	\$.03000
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>		<b>UNIT</b>		<b>UNIT PRICE</b>

**RACHLES/MICHELE'S OIL COMPANY**  
**116 KULLER ROAD**  
**CLIFTON, NJ 07011**  
**PHONE (973) 546-1041 FAX (973) 546-0126**

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**September 3, 2014**

REF: JERSEY CITY GASOLINE, DIESEL FUEL, & HEATING OIL BID

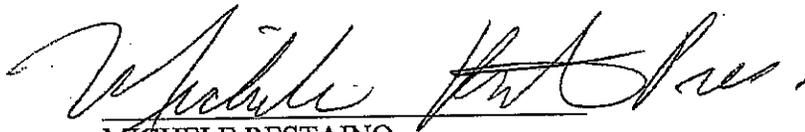
TO WHOM IT MAY CONCERN:

RACHLES/MICHELE'S OIL COMPANY INC. IS WILLING TO CONTINUE TO PROVIDE THE CITY OF JERSEY CITY WITH ALL YOUR FUEL NEEDS, WHICH INCLUDE ALL YOUR GENERATORS AT DIFFERENT SITES UPON REQUEST. ALSO, WE WILL ISSUE A 24 HOUR TURN AROUND TIME IN THE EVENT OF AN EMERGENCY.

THE UPCHARGE FOR ALL LOCATIONS AND PRODUCTS IS STATE PRICING PLUS **.0404**, EXCEPT DURING THE TIME PERIOD OF OCTOBER 15-APRIL 15 THERE WILL BE AN ADDITIONAL CHARGE OF **.03** FOR THE DIESEL ADDITIVE THAT WILL MAXIMIZE EFFICIENCY DURING THE COLD WEATHER.

WE LOOK FORWARD TO YOUR FAVORABLE REPLY.

RESPECTFULLY SUBMITTED,

  
MICHELE RESTAINO  
PRESIDENT



## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0079579 FOR RACHLES/MICHELE'S OIL  
COMPANY, INC. IS VALID.

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

City Clerk File No. Res. 14.663

Agenda No. 10.S

Approved: OCT 08 2014

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO RACHLES/MICHELE'S OIL COMPANY FOR GASOLINE UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION

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

**WHEREAS**, funding is required for Rachles/Michele's Oil Company to provide Gasoline; 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**, **Rachles/Michele's Oil Company, 116 Kuller Raod, Clifton, New Jersey 07011** being in possession of **State Contract A80913**, will provide Gasoline in the total annual amount of **One Million Six Hundred Thousand Dollars (\$1,600,000.00)**; and

**WHEREAS**, funds in the amount of \$150,000.00 are available in the calendar year 2014 budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in account No. 01-201-31-434-208; and

**WHEREAS**, these funds are available for this expenditure in the account shown below

#### **Department of Administration Operating Account**

<b>Acct No.</b>	<b>P.O #</b>	<b>State Contract</b>	<b>Encumbrance</b>
01-201-31-434-208	114601	A80913	\$150,000.00

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

**WHEREAS**, the contract shall be effective as of October 1, 2014 through September 30, 2015; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **Rachles/Michele's Oil Company**, 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**, pursuant to N.J.A.C. 5:30-5.5 (c) 2, the continuation of the contract after the expenditure of funds encumbered in the 2014 budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year temporary and permanent budget; and be further

(Continued on page 2)

City Clerk File No. Res. 14.663

Agenda No. 10-S OCT 08 2014

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO RACHLES/MICHELE'S OIL COMPANY FOR GASOLINE UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION**

**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.

**Department of Administration Operating Account**

Acct No.	P.O #	State Contract	Encumbrance
01-201-31-434-208	114601	A80913	\$150,000.00

Approved by Peter Folgado 9/8/14 September 8, 2014  
Peter Folgado, Director of Purchasing, RPPO, QPA Date

PF/pv  
9/8/14

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 <u>10.8.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		<b>ABSENT</b>		YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**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 A CONTRACT TO RACHLES/ MICHELE'S OIL COMPANT FOR GASOLINE UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ADMINISTRATIVE SERVICES**

**Project Manager**

Department/Division	Administration	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	Steve M@JCNI.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 gasoline for City vehicles.

**Cost (Identify all sources and amounts)**

Operating Account (01-201-31-434-208)  
Total Contract Amount = \$1,600,000.00

**Contract term (include all proposed renewals)**

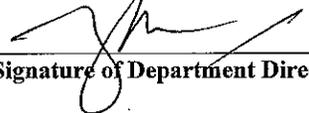
This is a State Contract # A 80913.  
The term is one year from Oct. 1, 2014 – Sept. 30, 2015.

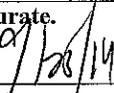
Type of award State Contract

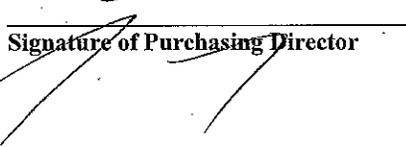
If "Other Exception", enter type

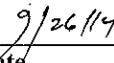
**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

  
Signature of Purchasing Director

  
Date

**RACHLES/MICHELE'S OIL COMPANY**  
**116 KULLER ROAD**  
**CLIFTON, NJ 07011**  
**PHONE (973) 546-1041 FAX (973) 546-0126**

---

September 3, 2014

REF: JERSEY CITY GASOLINE, DIESEL FUEL, & HEATING OIL BID

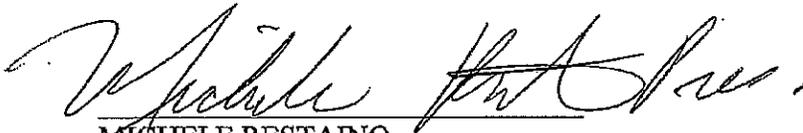
TO WHOM IT MAY CONCERN:

RACHLES/MICHELE'S OIL COMPANY INC. IS WILLING TO CONTINUE TO PROVIDE THE CITY OF JERSEY CITY WITH ALL YOUR FUEL NEEDS, WHICH INCLUDE ALL YOUR GENERATORS AT DIFFERENT SITES UPON REQUEST. ALSO, WE WILL ISSUE A 24 HOUR TURN AROUND TIME IN THE EVENT OF AN EMERGENCY.

THE UPCHARGE FOR ALL LOCATIONS AND PRODUCTS IS STATE PRICING PLUS .0404, EXCEPT DURING THE TIME PERIOD OF OCTOBER 15-APRIL 15 THERE WILL BE AN ADDITIONAL CHARGE OF .03 FOR THE DIESEL ADDITIVE THAT WILL MAXIMIZE EFFICIENCY DURING THE COLD WEATHER.

WE LOOK FORWARD TO YOUR FAVORABLE REPLY.

RESPECTFULLY SUBMITTED,

  
MICHELE RESTAINO  
PRESIDENT



## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0079579 FOR RACHLES/MICHELE'S OIL  
COMPANY, INC. IS VALID.



STATE OF NEW JERSEY

PURCHASE BUREAU  
33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230

TERM CONTRACT

GASOLINE, AUTOMOTIVE

NUMBER : A80913  
DATE : 02/28/12  
BUYER : WILMA WILT  
PHONE : (609) 984-8228  
EFFECTIVE DATE : 02/29/12  
EXPIRATION DATE : 02/28/15  
T-NUMBER : T0088  
CONTRACTOR : RACHLES MICHELE OIL CO INC

RACHLES MICHELE OIL CO INC  
116 KULLER ROAD  
CLIFTON NJ 07011

VENDOR NO. : 223109854 00  
VENDOR PHONE : (878)546-1041  
FEIN/SSN : 223109854  
REQ AGENCY : 822050  
PURCHASE BUREAU  
AGENCY REQ NO. :  
PURCH REQ NO. : 1099442  
FISCAL YEAR : 12  
COMMODITY CODE : 40515  
SOLICITATION # : 22122  
BID OPEN DATE : 07/22/11

TERM CONTRACT FROM: 02/29/12 TO: 02/28/15 ESTIMATED AMOUNT: \$ 8,000,000.00

1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS: 02/29/12  
CONTRACT ENDING ORDERING PERIOD DATE IS: 02/28/15
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN 002 DAYS ARO UNLESS  
SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE  
DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY  
SCHEDULE IS ENCLOSED HEREIN: NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED: YES ; DATE REQUIRED 00/00/00  
AMOUNT \$50,000 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 0.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER  
THE COOPERATIVE PROCUREMENT PROGRAM YES
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS: 65045
9. AWARDED LINES: YOU WERE AWARDED 55 LINES FROM THE SOLICITATION NUMBER 22122 .  
THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT.

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER 22122 INCLUDING ANY ADDENDA  
THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE  
INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

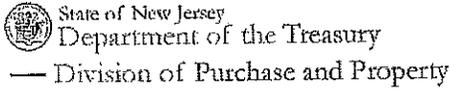
THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND  
PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER  
REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

*Wilma Wilt* 2/27/12  
BUYER DATE

*Lisa B. Durbin* 2/27/12  
FOR DIRECTOR DATE  
DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED  
GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN  
RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY



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0167265

**TERM CONTRACT SEARCH BY TNUMBER**

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T1845 13-x -22463	ULTRA LOW SULFUR DIESEL AND BIODIESEL FUEL	RACHLES MICHELE OIL CO INC	82769
T0077 12-x -22269	FUEL OIL #2 - HEATING	RACHLES MICHELE OIL CO INC	81398
T0083 12-x -22122	GASOLINE, AUTOMOTIVE	RACHLES MICHELE OIL CO INC	80913

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COMPLEX ROUTES 202 & 206 PLUCKEM IN, NJ 07978 CONTACT: CREW SUPERVISOR PHONE: 908-234-2130 FAX: NOT PROVIDED BILL TO: NJ DEPT OF TRANSPORTATION 1035 PARKWAY AVE PO BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE PHONE: 609-530-2341 FAX: 609-530-6556					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00202	COMM CODE: 405-15-031844 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SOMERSET COUNTY TANK SIZE: 1 EACH 5000 GALLON ESTIMATED QUANTITY: 200,000 GAL DELIVER TO: NJDOT - BEDMINSTER GARAGE COMPLEX NJ DEPARTMENT OF TRANSPORTATION ROUTES 202 & 206 PLUCKEM IN, NJ 07978 CONTACT: CREW SUPERVISOR PHONE: 908-234-2130 FAX: NOT PROVIDED BILL TO: NJ DEPT OF TRANSPORTATION 1035 PARKWAY AVE PO BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE PHONE: 609-530-2341 FAX: 609-530-6556 DELIVERY: 1 DAYS ARO	1.000	GAL	N/A	\$.04780
<b>Vendor:</b> RACHLES MICHELE OIL CO INC		<b>Contract Number:</b> 80913			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 405-15-027977 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: JOURNAL OF COMMERCE DAILY POSTING GASOLINE, REGULAR UNLEADED, 87 OCTANE NEWARK RESELLER RACK PRICE  FOR PURCHASE BUREAU USE ONLY	1.000	GAL	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007		1.000	GAL	NET	N/A

	COMM CODE: 405-15-084741 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: TEMPORARY ADDITIONAL UPCHARGE  FOR DELIVERIES MADE AFTER HURRICANE SANDY, EFFECTIVE OCTOBER 30, 2012 TO NOVEMBER 13, 2012, A CONTRACTOR WHO INCURRED EXTRAORDINARY EXPENSES (OUTSIDE THE SCOPE OF THE UPCHARGE NORMALLY ALLOWED UNDER THE CONTRACT) OBTAINING FUEL FROM AN ALTERNATE TERMINAL AND CAN DOCUMENT AND JUSTIFY THOSE EXPENSES, MAY REQUEST AN ADDITIONAL TEMPORARY UPCHARGE TO BE PAID VIA THIS LINE. THE STATE RESERVES THE RIGHT TO AUDIT ALL BILLS. IF IT IS FOUND, AT ANY TIME THAT THE STATE WAS OVERCHARGED BY THE ABOVE METHOD, IT WILL BE THE STATE'S OPTION TO ALLOW ONLY THE UPCHARGE ORIGINALLY BID. DELIVERY: 1 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 405-15-041249 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE BERGEN COUNTY TANK SIZE: 1 EACH 4000 GAL ABOVE GROUND ESTIMATED QUANTITY: 20,000 GALLONS DELIVER TO: NJDOT - RAMSEY MAINTENANCE YARD 15 ARROW RD. RAMSEY, NJ 07446 CONTACT: CREW SUPERVISOR PHONE: 201-825-1076 FAX: 201-684-7955 BILL TO: NJ DEPT OF TRANSPORTATION 1035 PARKWAY AVE PO BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE PHONE: 609-530-2341 FAX: 609-530-6556	1.000	GAL	N/A	\$.05740

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00070	COMM CODE: 405-15-031797 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE ESSEX COUNTY TANK SIZE: 1 EA 2300 & 1 EA 2000 GAL ESTIMATED QUANTITY: 75,000 GALLONS DELIVER TO: NJ TRANSIT - NON-REVENUE DEPT 601 DOREMUS AVE, NEW ARK, NJ 07105 CONTACT: SUPERINTENDENT PHONE: 973-491-4881 FAX NOT PROVIDED BILL TO: NEW JERSEY TRANSIT - ACCOUNTS PAYABLE PO BOX 5519 NEW ARK, NJ 07105-5519 CONTACT: JIM REILLY PHONE: 973-491-8531 FAX: NOT PROVIDED	1.000	GAL	N/A	\$ .02950
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 405-15-031777 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE HUDSON COUNTY TANK SIZE: 1 EA 1,000 GAL ABOVE GROUND ESTIMATED QUANTITY: 11,000 GALLONS DELIVER TO: NEW JERSEY MEADOW LANDS COMMISSION 100 BALER BLVD., BALING FACILITY NORTH ARLINGTON, NJ 07032 CONTACT: SUPERVISOR PHONE: 201-777-2412 OR 201-421-5725 FAX: 201-460-1723 BILL TO: NEW JERSEY MEADOW LANDS COMMISSION 1 DEKORTE PARK PLAZA LYNDHURST, NJ 07071 CONTACT: PAULA SPEERS PHONE: 201-460-4537 FAX: 201-460-1723	1.000	GAL	N/A	\$ .04040
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00087	COMM CODE: 405-15-031641 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION:	1.000	GAL	N/A	\$ .14750

	GASOLINE, REGULAR UNLEADED, 87 OCTANE HUNTERDON COUNTY TANK SIZE: 1 EA 2000 GAL ESTIMATED QUANTITY: 32,000 GALLONS DELIVER TO: NJDEPT OF CORRECTIONS EDNA MAHAN CORRECTIONAL FACILITY FOR WOM PITTSTOWN ROAD 30 COUNTY ROUTE 513 CLINTON, NJ 08809 CONTACT: BILL GERCE PHONE: 908-735-7111 EXT 3644 FAX: 908-735-5246 BILL TO: SAME AS ABOVE PO BOX 4004 CONTACT: ALANA WALLBILCH PHONE: 908-735-7111 EXT 3621 FAX: 908-735-1319				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00089	COMM CODE: 405-15-031643 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE HUNTERDOWN COUNTY TANK SIZE: 1 EA 1000 GAL ESTIMATED QUANTITY: 20,000 GALLONS DELIVER TO: DHS - HAGEDORN PSYCHIATRIC HOSPITAL 200 SANIFORIUM ROAD GLEN GARDNER, NJ 08826 CONTACT: JOSEPH KOSEK PHONE: 908-537-3108 FAX: 908-537-3135 BILL TO: SAME AS ABOVE CONTACT: BUSINESS OFFICE PHONE: 908-537-2142 EXT 3167 FAX: 908-537-3138	1.000	GAL	N/A	\$ .14750
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00093	COMM CODE: 405-15-031649 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE HUNTERDON COUNTY TANK SIZE: 1 EA 1000 GAL ESTIMATED QUANTITY: 8400 GALLONS DELIVER & BILL TO: NJDEP - BULLS ISLAND RECREATION AREA - MAINTENANCE YARD 2185 DANIEL BRAY HIGHWAY STOCKTON, NJ 08559	1.000	GAL	N/A	\$ .19740

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	DELIVER TO CONTACT: MAINTENANCE SUPERVIS PHONE: 609-397-2961 BILL TO CONTACT: ACCOUNTS PAYBLE PHONE: 609-397-2949 FAX (BOTH): 609-397-1049				
00095	COMM CODE: 405-15-031651 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE HUNTERDON COUNTY TANK SIZE: 1 EA 4000 GAL ABOVE GROUND ESTIMATED QUANTITY: 139,000 GALLONS DELIVER TO: NJDOT - FLEMINGTON MAINTENANCE YARD ROUTE 31 FLEMINGTON, NJ 08822 CONTACT: CREW SUPERVISOR PHONE: 908-782-3025 FAX: NOT PROVIDED BILL TO: NJDEPT OF TRANSPORTATION 1035 PARKWAY AVE PO BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE PHONE: 609-530-2341 FAX: 609-530-6556	1.000	GAL	N/A	\$.06740
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00097	COMM CODE: 405-15-031648 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE HUNTERDON COUNTY TANK SIZE: 1 EA 2000 GAL ESTIMATED QUANTITY: 20,000 GALLONS DELIVER & BILL TO: NJDEP - CLINTON WLDLIFE MANAGEMENT AREA 7 VAN SYCKELS ROAD HAMPTON, NJ 08827 CONTACT: GARY STONE PHONE: 908-735-3879 FAX: 908-735-6161	1.000	GAL	N/A	\$.14750
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00114	COMM CODE: 405-15-031728 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MIDDLESEX COUNTY TANK SIZE: 1 EACH 2,000	1.000	GAL	N/A	\$.04400

	GALLON ESTIMATED QUANTITY: 75,000 GALLONS ORGN NO: 1505 DELIVER & BILL TO: JUVENILE JUSTICE COMMISSION NEW JERSEY TRAINING SCHOOL GRACE HILL ROAD JAMESBURG, NJ 08831 CONTACT: JAMES MCMILLON PHONE: 732-521-0030 EXT 3904 FAX: 732-605-1352				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00115	<p>COMM CODE: 405-15-031729 [FUEL, OIL, GREASE AND LUBRICANTS]</p> <p>ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MIDDLESEX COUNTY TANK SIZE: 1 EA 2000 GAL ESTIMATED QUANTITY: 4000 GALLONS</p> <p>DELIVER TO: NJ VETERANS MEMORIAL HOME - MENLO PARK 132 EVERGREEN ROAD EDISON, NJ 08818 CONTACT: NOT PROVIDED PHONE: 732-603-3030 FAX: 732-603-3016</p> <p>BILL TO: SAME AS ABOVE - PO BOX 3013 CONTACT: NOT PROVIDED PHONE: 732-603-3006 FAX: 732-603-3016</p>	1.000	GAL	N/A	\$.04400
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00117	<p>COMM CODE: 405-15-031733 [FUEL, OIL, GREASE AND LUBRICANTS]</p> <p>ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MIDDLESEX COUNTY TANK SIZE: 1 EA 6000 GAL ABOVE GROUND ESTIMATED QUANTITY: 110,000 GALLONS</p> <p>DELIVER TO: NJDOT - NEW BRUNSWICK MAINTENANCE YARD COLLEGE FARM ROAD, EAST OF ROUTE 1 NEW BRUNSWICK, NJ 08902 CONTACT: CREW SUPERVISOR PHONE: 732-247-5775 FAX: NOT PROVIDED NJ DEPT OF TRANSPORTATION 1035 PARKWAY AVE PO BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE</p>	1.000	GAL	N/A	\$.04400

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00118	PHONE: 609-530-2341 FAX: 609-530-6556 COMM CODE: 405-15-031734 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MIDDLESEX COUNTY TANK SIZE: 1 EA 4000 GAL ABOVE GROUND ESTIMATED QUANTITY: 70,000 GALLONS DELIVER TO: NJDOT - SAND HILL MAINTENANCE YARD ROUTE 1 & SAND HILL ROAD SOUTH BRUNSWICK, NJ 08904 CONTACT: CREW SUPERVISOR PHONE: 732-297-0671 FAX: NOT PROVIDED BILL TO: NJ DEPT OF TRANSPORTATION 1035 PARKWAY AVE PO BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE PHONE: 609-530-2341 FAX: 609-530-6556	1.000	GAL	N/A	\$.04400
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00123	COMM CODE: 405-15-031747 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MONMOUTH COUNTY TANK SIZE: 1 EA 1000 GAL ESTIMATED QUANTITY: 8,000 GALLONS DELIVER TO: NJ WATER SUPPLY AUTHORITY MANASQUAN WATER SUPPLY SYSTEM 2041 HOSPITAL ROAD ALLENWOOD, NJ 08720 CONTACT: RICHARD FAMULARO PHONE: 732-974-8383 FAX: 732-974-8607 BILL TO: NJ WATER SUPPLY AUTHORITY PO BOX 5196 CLINTON, NJ 08809 CONTACT: ED LINDABERRY PHONE: 908-638-6121 EXT 234 FAX: 908-638-5961	1.000	GAL	N/A	\$.04400
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00124	COMM CODE: 405-15-031751 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR	1.000	GAL	N/A	\$.04400

	UNLEADED, 87 OCTANE MONMOUTH COUNTY TANK SIZE: 2 EA 1000 GAL ESTIMATED QUANTITY: 4000 GALLONS DELIVER & BILL TO: NJ DEPT OF MILITARY & VETERAN AFFAIRS NATIONAL GUARD TRAINING CENTER OFF WASHINGTON BOULEVARD, PO BOX 251 SEA GIRT, NJ 08750 DELIVER TO CONTACT: GARY SCHMITZ BILL TO CONTACT: EILEEN FOSTER PHONE: 732-974-5951 FAX: 732-974-5969				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00125	COMM CODE: 405-15-031752 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MONMOUTH COUNTY TANK SIZE: 1 EA 1000 GAL ESTIMATED QUANTITY: 7,000 GALLONS DELIVER & BILL TO: NJ DHS - DEPT OF CHILDREN & FAMILIES ARTHUR BRISBANE CHILD WELFARE TRAINING 4240 ATLANTIC AVE WALL TOWNSHIP, NJ 07727 CONTACT: MICHAEL GNAD PHONE: 732-938-7808 FAX: 732-938-6084 BILL TO: NJ DHS - DEPT OF CHILDREN & FAMILIES - OFFICE OF FACILITIES & SUPPORT SERVICES 50 EAST STATE ST PO BOX 717 TRENTON, NJ 08625 CONTACT: NICOLE TAVARES PHONE: 609-292-1790 FAX: 609-292-7772	1.000	GAL	N/A	\$.04400
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00127	COMM CODE: 405-15-031754 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MONMOUTH COUNTY TANK SIZE: 1 EA 1500 GAL ABOVE GROUND ESTIMATED QUANTITY: 10,000 GALLONS DELIVER TO: NJ DEP - ALLAIRE STATE PARK - MAINTENANCE	1.000	GAL	N/A	\$.04400

	4265 ATLANTIC AVE FARMINGDALE, NJ 07727 CONTACT: MARK SCHNEIDER PHONE: 732-938-2164 FAX: 732-938-6309 BILL TO: NJDEP - ALLAIRE STATE PARK ROUTE 524, ATLANTIC AVE, P O BOX 220 FARMINGDALE, NJ 07727 CONTACT: INGA GABILKE PHONE: 732-938-2371 FAX: 732-938-6309				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00128	COMM CODE: 405-15-031755 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MONMOUTH COUNTY TANK SIZE: 1 EA 1500 GAL ESTIMATED QUANTITY: 10,000 GALLONS DELIVER & BILL TO: NJDEP - CHEESEQUAKE STATE PARK 300 GORDON ROAD MATAWAN, NJ 07747 CONTACT: DAVE DONNELLY/ED KOBIS PHONE: 732-566-2161/732-566-3867 FAX: 732-566-0249	1.000	GAL	N/A	\$.05780
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00129	COMM CODE: 405-15-031756 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MONMOUTH COUNTY TANK SIZE: 1 EA 2000 GAL ESTIMATED QUANTITY: 10,000 GALLONS DELIVER & BILL TO: NJDEP - MONMOUTH BATTLEFIELD STATE PARK 347 FREEHOLD ROAD MANALAPAN, NJ 07726 DELIVER TO CONTACT: JIM NOE PHONE: 732-462-8785 BILL TO CONTACT: INGA GABILKE PHONE: 732-462-9616 FAX (DELIVER & BILL): 732-577-8816	1.000	GAL	N/A	\$.04400
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00133	COMM CODE: 405-15-031803 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR	1.000	GAL	N/A	\$.03500

	UNLEADED, 87 OCTANE MORRIS COUNTY TANK SIZE: 1 EA 3000 GAL ABOVE GROUND ESTIMATED QUANTITY: 45,000 GALLONS DELIVER TO : GREYSTONE PARK PSYCHIATRIC HOSPITAL 59 KOCH AVE GREYSTONE PARK, NJ 07950 CONTACT: PLUTARCO FLORES PHONE: 973- 538-1800 EXT 4543 FAX: 973-889-4394 BILL TO : SAME (DHS) CONTACT: JACK FREY PHONE: 973- 538-1800 EXT 4957 FAX: 973-898-4947				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00134	COMM CODE: 405-15-031804 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MORRIS COUNTY TANK SIZE: 1 EA 500 GAL ESTIMATED QUANTITY: 1000 GALLONS DELIVER TO : NJDEP - HACKLEBARNEY STATE PARK 119 HACKLEBARNEY ROAD LONG VALLEY, NJ 07853-9525 CONTACT: WALTER RITTGER PHONE: 973- 879-0558 FAX: NOT PROVIDED BILL TO : NJDEP - HACKLEBARNEY STATE PARK C/O SPRUCE RUN 1 VAN SYCKLES ROAD CLINTON, NJ 08809-1053 CONTACT: JENNY FULTON PHONE: 908-638-8572 FAX: 908-638-5438 NOTE: HACKLEBARNEY ADMINISTERED BY SPRUCE RUN	1.000	GAL	N/A	\$.03500
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00135	COMM CODE: 405-15-031805 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MORRIS COUNTY TANK SIZE: 1 EA 2000 GAL ESTIMATED QUANTITY: 12000 GALLONS DELIVER & BILL TO : NJDEP - HOPATCONG STATE PARK	1.000	GAL	N/A	\$.05780

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	LAKESIDE BLVD. PO BOX 8519 LANDING, NJ 07850-8519 CONTACT: HELEN MAURELLA PHONE: 973-398-7010 FAX: 973-398-6521				
00136	COMM CODE: 405-15-031806 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MORRIS COUNTY TANK SIZE: 1 EA 550 GAL ESTIMATED QUANTITY: 3,000 GALLONS DELIVER TO: NJDEP - STEPHENS STATE PARK 180 STEPHENS STATE PARK RD, PO BOX 8519 LANDING, NJ 07840 CONTACT: HELEN MAURELLA PHONE: 973-398-7010 FAX: 973-398-6521 BILL TO: NJDEP - STEPHENS STATE PARK 800 W HLOW GROVE ST HACKETTSTOWN, NJ 07840 CONTACT: FRAN MARTIN PHONE: 908-852-3790 FAX: 908-852-0735	1.000	GAL	N/A	\$ .05780
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00137	COMM CODE: 405-15-031808 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MORRIS COUNTY TANK SIZE: 1 EA 4000 GAL ABOVE GROUND ESTIMATED QUANTITY: 110,000 GALLONS DELIVER TO: NJDOT - ROCKAWAY TOWNSHIP MAINTENANCE YA ROUTE 15, OPPOSITE PICATINNY ARSENAL ROCKAWAY, NJ 07866 CONTACT: CREW SUPERVISOR PHONE: 973-361-8701 FAX: NOT PROVIDED BILL TO: NJDEPT OF TRANSPORTATION 1035 PARKWAY AVE PO BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE PHONE: 609-530-2341 FAX: 609-530-6556	1.000	GAL	N/A	\$ .04470
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00141	COMM CODE: 405-15-031817 [FUEL, OIL, GREASE AND LUBRICANTS]	1.000	GAL	N/A	\$ .04800

	ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE MORRIS COUNTY TANK SIZE: 1 EA 1000 GAL ESTIMATED QUANTITY: 5000 GALLONS DELIVER & BILL TO: NUDEP - BLACK RIVER W ILDLIFE MANAGEMENT 275 NORTH ROAD CHESTER, NJ 07930 CONTACT: GARY STONE PHONE: 908-879-6252 FAX: 908-879-6252				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00153	COMM CODE: 405-15-031824 [FUEL, OIL, GREASE AND LUBRICANTS]	1.000	GAL	N/A	\$.03700
	ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE PASSAIC COUNTY TANK SIZE: 1 EA 2000 GAL ESTIMATED QUANTITY: 33,000 GALLONS DELIVER TO: WILLIAM PATERSON COLLEGE OF NEW JERSEY 300 POMPTON ROAD WAYNE, NJ 07470 CONTACT: GLEN KUTZELMANG PHONE: 973-720-2617 FAX: 973-720-2493 BILL TO: SAME AS ABOVE CONTACT: PURCHASING DEPT PHONE: 973-720-2101 FAX: NOT PROVIDED				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00154	COMM CODE: 405-15-031825 [FUEL, OIL, GREASE AND LUBRICANTS]	1.000	GAL	N/A	\$.03700
	ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE PASSAIC COUNTY TANK SIZE: 1 EA 3000 GAL ESTIMATED QUANTITY: 40,000 GALLONS DELIVER TO: DHS - NORTH JERSEY DEVELOPMENTAL CENTER 169 MINISINK ROAD TOTOWA, NJ 07512 CONTACT: STEVE SLAUGHTER PHONE: 973-890-4543 FAX: 973-890-4573 BILL TO: SAME AS ABOVE CONTACT: NICK NUCCI PHONE: 973-890-4541 FAX: 973-256-7651				
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00155	COMM CODE: 405-15-031826 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE PASSAIC COUNTY TANK SIZE: 1 EA 4000 GAL ESTIMATED QUANTITY: 18,000 GALLONS DELIVER TO: NJDEP - RINGWOOD STATE PARK 1304 SLOATSURG RD RINGWOOD, NJ 07456 CONTACT: MAINTENANCE SUPERVISOR MYRTLE VAN DUNK PHONE: 973-962-7031 FAX: 973-962-2247 BILL TO: SAME CONTACT: CONNIE VAN DUNK PHONE/FAX: SAME AS ABOVE NOTE: DELIVER TO RINGWOOD MAINTENANCE BLDG AT NJ STATE BOTANICAL GARDENS AT SKYLANDS. END OF MORRIS RD OFF SLOATSURG ROAD.	1.000	GAL	N/A	\$.04470
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00156	COMM CODE: 405-15-031832 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE PASSAIC COUNTY TANK SIZE: 1 EA 4000 GAL ABOVE GROUND ESTIMATED QUANTITY: 80,000 GALLONS DELIVER TO: NJDOT - PATERSON MAINTENANCE YARD 1 MCLEAN BLVD (ROUTE 20 - SOUTH) PATERSON, NJ 07059 CONTACT: CREW SUPERVISOR PHONE: 973-278-5541 FAX: NOT PROVIDED BILL TO: NJ DEPT OF TRANSPORTATION 1035 PARKWAY AVE PO BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE PHONE: 609-530-2341 FAX: 609-530-6556	1.000	GAL	N/A	\$.03500
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00164	COMM CODE: 405-15-031850 [FUEL, OIL, GREASE AND LUBRICANTS]	1.000	GAL	N/A	\$.06450

	ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SOMERSET COUNTY TANK SIZE: 1 EA 500 GAL ABOVE GROUND ESTIMATED QUANTITY: 3500 GALLONS DELIVER TO: SKILLMAN FARM 180 BURN'T HILL ROAD SKILLMAN, NJ 08558 CONTACT: BOB CARROLL PHONE: 609-466-5224 FAX: 609-455-5198 BILL TO: NJ DEPT OF CORRECTIONS WHITTLESEY & STUYVESANT AVE PO BOX 863 TRENTON, NJ 08625 CONTACT: FRAN D APOLITO PHONE: 609-984-4586 FAX: 609-292-8088				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00165	COMM CODE: 405-15-031841 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SOMERSET COUNTY TANK SIZE: 1 EA 2000 GAL ESTIMATED QUANTITY: 8000 GALLONS DELIVER TO: NJDEP - D & R CANAL STATE PARK SOMERSET, NJ 08873-9515 CONTACT: MAINTENANCE SUPERVISOR PHONE: 732-873-0734 FAX: 732-924-6507 BILL TO: NJDEP - D & R CANAL STATE PARK 145 MAPLETON RD PRINCETON, NJ 08540 CONTACT: ACCOUNTS PAYABLE PHONE: 609-924-5705 FAX: 609-924-6509	1.000	GAL	N/A	\$.04450
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00168	COMM CODE: 405-15-031894 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SUSSEX COUNTY TANK SIZE: 1 EA 4000 GAL ABOVE GROUND ESTIMATED QUANTITY: 25,000 GALLONS DELIVER & BILL TO: NJDEP - FOREST FIRE SERVICE	1.000	GAL	N/A	\$.06450

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00169	240 MAIN ST ANDOVER, NJ 07821 CONTACT: JASON VON OESEN PHONE: 973-786-6350 FAX: 973-786-6107 COMM CODE: 405-15-031895 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SUSSEX COUNTY TANK SIZE: 1 EA 750 GAL ESTIMATED QUANTITY: 5,000 GALLONS DELIVER & BILL TO: NJDEP - FLATBROOK/ROY W ILDLIFE MGMT AREA COUNTY ROUTE 645 LAYTON, NJ 07851 CONTACT: VINNIE MERCURIO PHONE: 973-383-0918 FAX: 973-383-2304	1.000	GAL	N/A	\$.06450
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00170	COMM CODE: 405-15-031896 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SUSSEX COUNTY TANK SIZE: 1 EA 550 GAL ESTIMATED QUANTITY: 7500 GALLONS DELIVER & BILL TO: NJDEP - WHITTINGHAM W ILDLIFE MGMT AREA 150 FREDON-SPRINGDALE ROAD NEW TON, NJ 07860 CONTACT: VINNIE MERCURIO PHONE: (973) 383-0918 FAX: (973) 383-2304	1.000	GAL	N/A	\$.06450
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00171	COMM CODE: 405-15-031890 [FUEL, OIL, GREASE AND LUBRICANTS] ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SUSSEX COUNTY TANK SIZE: 1 EA 2000 GAL ESTIMATED QUANTITY: 10,000 GALLONS DELIVER & BILL TO: NJDEP - HIGHPOINT STATE PARK 1480 STATE ROUTE 23 SUSSEX, NJ 07461 DELIVER TO CONTACT: SUPERINTENDENT OR MAINTENANCE SUPERVISOR	1.000	GAL	N/A	\$.08740

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	BILL TO CONTACT: CUSTOMER SERVICE REP PHONE: 973-875-4800 FAX: 973-875-8084 MAINTENANCE COMPLEX				
00172	COMM CODE: 405-15-031891 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SUSSEX COUNTY TANK SIZE: 1 EA 2000 GAL ABOVE GROUND ESTIMATED QUANTITY: 14,000 GALLONS DELIVER & BILL TO: NJDEP - STOKES STATE FOREST 1 COURSEN ROAD BRANCHVILLE, NJ 07826 DELIVER TO CONTACT: SUPER INDEPENDENT OR MAINTENANCE SUPERVISOR BILL TO CONTACT: CUSTOMER SERVICE REP PHONE: 973-948-3820 FAX: 973-948-3359	1.000	GAL	N/A	\$ .11900
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00173	COMM CODE: 405-15-031892 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SUSSEX COUNTY TANK SIZE: 1 EA 2000 GAL ABOVE GROUND ESTIMATED QUANTITY: 10,000 GALLONS DELIVER TO: NJDEP - SW ARTSWOOD STATE PARK 1091 COUNTY ROUTE 619 SW ARTSWOOD, NJ 07877-0123 CONTACT: ROB CROON PHONE: 973-383-4494 FAX: 973-383-7277 BILL TO: SAME AS ABOVE PO BOX 123 CONTACT: NANCY POWERS PHONE: 973-383-5230 FAX: 973-383-7277	1.000	GAL	N/A	\$ .11900
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00174	COMM CODE: 405-15-031893 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SUSSEX COUNTY TANK SIZE: 1 EA 2000 GAL	1.000	GAL	N/A	\$ .11900

	ABOVE GROUND ESTIMATED QUANTITY: 15,000 GALLONS DELIVER TO: NJDEP - WAWAYANDA STATE PARK 885 WARWICK TURNPIKE HEWITT, NJ 07421 DELIVER TO CONTACT: SUPERINTENDENT BILL TO CONTACT: CAROL ELCURSI PHONE: 973-853-4462 FAX: 973-853-1383				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00175	COMM CODE: 405-15-031905 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SUSSEX COUNTY TANK SIZE: 1 EA 1000 GAL ABOVE GROUND ESTIMATED QUANTITY: 7500 GALLONS DELIVER TO: NJDEP - KITTATINNY VALLEY STATE PARK 2 AIRPORT ROAD NEWTON, NJ 07860 BILL TO: NJDEP - STATE PARK SERVICE P O BOX 621 ANDOVER, NJ 07821-0621 CONTACT: SUPERINTENDENT PHONE: 973-786-6445 FAX: 973-786-6874	1.000	GAL	N/A	\$.06450
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00176	COMM CODE: 405-15-031897 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SUSSEX COUNTY TANK SIZE: 1 EA 2000 GAL ABOVE GROUND ESTIMATED QUANTITY: 20,000 GALLONS DELIVER TO: NJDOT - SUSSEX MAINTENANCE YARD ROUTE 23, SUSSEX, NJ 07461 CONTACT: CREW SUPERVISOR PHONE: 973-875-4719 FAX: NOT PROVIDED BILL TO: NJDEPT OF TRANSPORTATION 1035 PARKWAY AVE PO BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE	1.000	GAL	N/A	\$.06450

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00177	PHONE: 609-530-2341 FAX: 609-530-6556 COMM CODE: 405-15-031898 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SUSSEX COUNTY TANK SIZE: 1 EA 4000 GAL ABOVE GROUND ESTIMATED QUANTITY: 20,000 GALLONS DELIVER TO: NJDOT - YELLOW FRAME MAINTENANCE YARD (ALSO CALLED FRELINGHUYSEN TOWNSHIP) YELLOW FRAME, NJ 07822 CONTACT: CREW SUPERVISOR PHONE: 973-362-6896 FAX: NOT PROVIDED BILL TO: NJ DEPT OF TRANSPORTATION 1035 PARKWAY AVE PQ BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE PHONE: 609-530-2341 FAX: 609-530-6556	1.000	GAL	N/A	\$ .08740
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00179	COMM CODE: 405-15-031900 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE SUSSEX COUNTY TANK SIZE: 1 EA 6000 GAL UNDERGROUND ESTIMATED QUANTITY: 80,000 GALLONS DELIVER TO: NJDOT - LAFAYETTE GARAGE ROUTES 15 & 94 LAFAYETTE, NJ 07848 CONTACT: CREW SUPERVISOR PHONE: 973-383-3003 FAX: NOT PROVIDED BILL TO: NJ DEPT OF TRANSPORTATION 1035 PARKWAY AVE PO BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE PHONE: 609-530-2341 FAX: 609-530-6556	1.000	GAL	N/A	\$ .06450
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00181	COMM CODE: 405-15-031578 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION:	1.000	GAL	N/A	\$ .03950

	GASOLINE, REGULAR UNLEADED, 87 OCTANE UNION COUNTY TANK SIZE: 1 EA 4000 GALLON ESTIMATED QUANTITY: 50,000 GALLONS DELIVER & BILL TO: KEAN UNIVERSITY - AUTO SHOP 1000 MORRIS AVE UNION, NJ 07083 CONTACT: ORLANDO LOPEZ / LORRAINE HARRIS PHONE: 908-737-5000 FAX: 908-737-5025				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00183	COMM CODE: 405-15-031916 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE UNION COUNTY TANK SIZE: 1 EA 4000 GAL ESTIMATED QUANTITY: 60,000 GALLONS DELIVER TO: NJDOT - SUMMIT MAINTENANCE YARD 46 SPRINGFIELD AVE SUMMIT, NJ 07081 CONTACT: CREW SUPERVISOR SUMMIT, NJ 07081 CONTACT: CREW SUPERVISOR PHONE: (973) 376-1302 FAX: (973) 376-2758 BILL TO: N.J. DEPT. OF TRANSPORTATION PO BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE PHONE: 609-530-2341 FAX: 609-530-6556	1.000	GAL	N/A	\$.04250
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00184	COMM CODE: 405-15-031921 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE WARREN COUNTY TANK SIZE: 1 EA 550 GAL ESTIMATED QUANTITY: 4000 GALLONS DELIVER & BILL TO: NJDEP - ROCKPORT GAME FARM 770 ROCKPORT ROAD RD # 3, BOX 20 HACKETTSTOWN, NJ 07840 CONTACT: BOB CARR PHONE: 908-852-3461 FAX: 908-852-6953	1.000	GAL	N/A	\$.10950
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00185	COMM CODE: 405-15-031922 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE WARREN COUNTY TANK SIZE: 1 EA 550 GAL ESTIMATED QUANTITY: 5,000 GALLONS DELIVER & BILL TO: NJDEP - HACKETTSTOWN STATE FISH HATCHERY REESE AVE HACKETTSTOWN, NJ 07840 CONTACT: CRAIG LEMON PHONE: 908-852-9450 FAX: 908-852-6630	1.000	GAL	N/A	\$ .10950
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00186	COMM CODE: 405-15-031924 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE WARREN COUNTY TANK SIZE: 1 EA 2000 GAL ESTIMATED QUANTITY: 22,500 GALLONS DELIVER & BILL TO: NJDEP - PEQUEST STATE FISH HATCHERY 605 PEQUEST ROAD OXFORD, NJ 07863 CONTACT: ROSEMARIE GREG PHONE: 908-637-4173 FAX: 908-637-6735	1.000	GAL	N/A	\$ .10950
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00187	COMM CODE: 405-15-031920 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE WARREN COUNTY TANK SIZE: 1 EA 500 GAL ABOVE GROUND ESTIMATED QUANTITY: 6000 GALLONS DELIVER & BILL TO: NJDEP - JENNY JUMP STATE FOREST 330 STATE PARK RD PO BOX 150 HOPE, NJ 07844 CONTACT: ERNIE KABERT PHONE: 908-459-4366 FAX: 908-459-5790	1.000	GAL	N/A	\$ .10950
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00188	COMM CODE: 405-15-031923 [FUEL, OIL, GREASE AND LUBRICANTS]	1.000	GAL	N/A	\$ .12950

	ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE WARREN COUNTY TANK SIZE: 1 EA 1000 GAL ABOVE GROUND ESTIMATED QUANTITY: 9,000 GALLONS DELIVER & BILL TO: NJDEP - WORTHINGTON STATE FOREST HC 62 BOX 2 COLUMBIA, NJ 07832 CONTACT: ERNIE KABERT PHONE: 908-841-9575 FAX: 908-841-9519				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00191	COMM CODE: 405-15-031927 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: GASOLINE, REGULAR UNLEADED, 87 OCTANE WARREN COUNTY TANK SIZE: 1 EA 2000 GAL ABOVE GROUND ESTIMATED QUANTITY: 120,000 GALLONS DELIVER TO: NJDOT - BLOOMSBURY MAINTENANCE YARD BLOOMSBURY, NJ 07840 CONTACT: CREW SUPERVISOR PHONE: 908-498-4369 CONTACT: FOREMAN PHONE: 908-498-4369 BILL TO: NJDEPT OF TRANSPORTATION 1035 PARKWAY AVE PO BOX 600 TRENTON, NJ 08625-0600 CONTACT: ACCOUNTS PAYABLE PHONE: 609-530-2341 FAX: 609-530-6556	1.000	GAL	N/A	\$1.2950
<b>Vendor: RIGGINS INC</b>		<b>Contract Number: 80909</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 405-15-027977 [FUEL, OIL, GREASE AND LUBRICANTS]  ITEM DESCRIPTION: JOURNAL OF COMMERCE DAILY POSTING GASOLINE, REGULAR UNLEADED, 87 OCTANE NEWARK RESELLER RACK PRICE  FOR PURCHASE BUREAU USE ONLY	1.000	GAL	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 405-15-027978 [FUEL, OIL, GREASE AND LUBRICANTS]	1.000	GAL	NET	N/A

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

City Clerk File No. Res. 14.664

Agenda No. 10.T

Approved: OCT 08 2014



**TITLE:** RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2014-DT-BLA-211 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE MCGINLEY SQUARE INTERSECTION SAFETY IMPROVEMENTS, PHASE 2, JC PROJECT NO: T-2014-002 AND FEDERAL PROJECT NO: HSP-C00S (641) PROVIDED FOR THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION

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

**WHEREAS**, the City of Jersey City (City), Department of Administration, Division of Architecture, Engineering, Traffic and Transportation submitted an application to the North Jersey Transportation Planning Authority (NJTPA) for federal funding under the FY2014 Local Safety Program for a project known as the MCGINLEY SQUARE, PHASE 2; JC Project No: T-2014-002, Federal Project No: HSP-C00S (641) that was reviewed and found eligible for federal cost reimbursement in the amount of \$409,314.00; and

**WHEREAS**, the New Jersey Department of Transportation (NJDOT) received federal authorization on August 28, 2014 allowing the City to move towards public bid and implementing the above referenced Federal Aid Highway Program project; and

**WHEREAS**, under the terms and conditions of the federal aid agreement the City must execute **Cost Reimbursement Agreement No. 2014-DT-BLA-211** in which all such work shall be completed by August 28, 2017 unless the Cost Reimbursement Agreement is terminated or extended by written authorization of the State; and

**WHEREAS**, the City prepared plans, specifications and designated a resident engineer to monitor and inspect all work performed by the contractor who is awarded the construction contract, in addition to controlling the approved budget, administering payment vouchers and submitting compliance/progress reports regarding such transactions to NJDOT for allowable cost reimbursement not to exceed \$409,314.00; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator and City Clerk are authorized to execute the **Cost Reimbursement Agreement No. 2014-DT-BLA-211** which is attached hereto, for the McGinley Square, Phase 2, JC Project No: T-2014-002 Federal Project No: HSP-C00S (641) and their signatures constitute acceptance of the terms and conditions of the federal grant agreement; and

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator are hereby authorized to accept federal aid on behalf of the City of Jersey City from the New Jersey Department of Transportation for the McGinley Square, Phase 2, JC Project No: T-2014-002 Federal Project No. HSP-C00S (641).

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 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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 - 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 CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2014-DT-BLA-211 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE MCGINLEY SQUARE INTERSECTION SAFETY IMPROVEMENTS, PHASE 2, JC PROJECT NO: T-2014-002 AND FEDERAL PROJECT NO: HSP-C00S (641) PROVIDED FOR THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION

**Project Manager**

Department/Division	ADMINISTRATION	ARCH, ENG. TRAFFIC & TRANS.
Name/Title	Stanley Huang	Municipal Engineer
Phone/email	201-547-5965	Stanley@jenj.org

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

The purpose of this resolution is to enter into and execute the Federal Aid Agreement No: 2014-DT-BLA-211. FHWA authorized August. 28, 2014 through August 28, 2017. Total amount eligible for cost reimbursement is \$409,314.00

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

**Grant Account: to be established** = \$409,314.00  
Capital money for any state-non-participating items such as police salary hours to be determined.

FHWA authorized August. 28, 2014 through August 28, 2017.

**Type of award** Grant Agreement

If "Other Exception", enter type

**Additional Information**

McGinley Square located south of Journal Square, is a vibrant commercial district with significant vehicular and pedestrian traffic during rush hour as well as on weekends. The general scope of work will include construction of ADA compliant curbs and ramps with detectable warning surfaces, sidewalk replacement in vicinity of new curb ramps, upgrade & installation of pedestrian countdown signal heads and pedestrian push-buttons, replace non-conforming signage, strip intersections including stop bars and crosswalks. Add wrap-around reflective sheeting on sign posts. Minor drainage improvements and reset manhole castings as needed. Relocation of junction boxes at signalized intersections. Pavement milling and overlay will be included at each intersection.  
  
Under McGinley Square Phase II project work involves upgrades at the following intersections;  
  
Montgomery Street and Bergen Avenue (Signalized)  
Montgomery Street and Jordan Avenue (Signalized)  
Storms Avenue and Monticello Avenue (Signalized)  
Storms Avenue and Nevins Street (Unsignalized)

I certify that all the facts presented herein are accurate.

Robert Kakoleski, Business Administrator  
Signature of Department Director

October, 2014  
Dated

**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 CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2014-DT-BLA-211 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE MCGINLEY SQUARE INTERSECTION SAFETY IMPROVEMENTS, PHASE 2, JC PROJECT NO: T-2014-002 AND FEDERAL PROJECT NO: HSP-C00S (641) PROVIDED FOR THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION

**Project Manager**

Department/Division	ADMINISTRATION	ARCH, ENG. TRAFFIC & TRANS.
Name/Title	Stanley Huang	Municipal Engineer
Phone/email	201-547-5965	Stanley@jcnj.org

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

The purpose of this resolution is to enter into and execute the Federal Aid Agreement No: 2014-DT-BLA-211. FHWA authorized August. 28, 2014 through August 28, 2017. Total amount eligible for cost reimbursement is \$409,314.00

**Cost (Identify all sources and amounts)**

Grant Account: to be established = \$409,314.00

**Contract term (include all proposed renewals)**

FHWA authorized August. 28, 2014 through August 28, 2017.

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Robert Kakoleski, Business Administrator  
Signature of Department Director

September 30, 2014  
Dated



CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND TRANSPORTATION  
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

---

DATE : September 25, 2014

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

FROM : Brian F. Weller, L.L.A., Director 

SUBJECT : **McGinley Square Safety Improvements, Phase 2**  
**Jersey City Project No: T-2014-002**  
**Federal Project No: HSP-C00S (641)**

**Re: Federal Aid Cost Reimbursement**  
**Agreement No: 2014-DT-BLA-211**

---

Attached for your consideration is a Resolution authorizing the City to enter into Federal Aid Agreement No: 2014-DT-BLA-211 with the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development for the McGinley Square Intersection Safety Improvements, Phase 2,

Under the terms and conditions the City will be eligible for cost reimbursement in the amount of \$409,314.00. The effective date of the federal agreement is August 28, 2014 through August 28, 2017 the date for completion.

Please contact my office at extension 5900 should you have any questions or need additional information.

CC: Robert Byrne, City Clerk  
Robert Kakoleski, Business Administrator  
Donna Mauer, Chief Financial Officer  
Stanley Huang, Municipal Engineer  
Joao D'Souza, Traffic Director  
Dawn Odom, Supervising Administrative Analyst



14 SEP 10 5 12 AM '14  
 State of New Jersey  
 DEPARTMENT OF TRANSPORTATION  
 CITY OF JERSEY CITY  
 ENGINEERING

T-2014-002

To: Judo 9/10/14  
 (Signature)

Bureau of Local Aid - Newark  
 153 Halsey Street, 5th floor  
 Newark, New Jersey 07102  
 (973) 877-1500  
 FAX (973) 648-4547

JOSEPH D. BERTONI  
 Acting Commissioner

CHRIS CHRISTIE  
 Governor

KIM GUADAGNO  
 Lt. Governor

September 8, 2014

Honorable Steven M. Fulop  
 Mayor, City of Jersey City  
 City Hall  
 280 Grove Street  
 Jersey City, New Jersey 07302

Re.: Mc Ginley Square (Phase 2)  
 City of Jersey City, Hudson County  
 Federal Project No. HSP-C00S(641)  
 NJDOT Job No. 6300330

Dear Mayor Fulop:

This is to inform you that on August 28, 2014, the Federal Highway Administration (FHWA) authorized funding up to an amount of \$409,314.00, for the above captioned Federal Aid Highway Program project in the City of Jersey City, Hudson County.

Requirements for this project include, but are not limited to, the following:

Advertisement of Contract

- As per the NJDOT Procedures for Federal Aid Projects Local Aid Federal Aid handbook, the City of Jersey City is required to advertise for construction bids within 60 calendar days from the date of this letter. The project shall be advertised once a week for a minimum of three (3) consecutive weeks in at least two (2) legal newspapers.
- The City of Jersey City must send NJDOT a schedule of advertisement and anticipated bid date, start date for construction, and a current construction bar chart (Critical Path Method Schedule.) prior to advertisement. The City of Jersey City may use their own format for the bid proposal; however, the construction items and quantities must be the same as the final plans, specs and estimate (as submitted with the authorization request). Any modifications to the construction items and quantities will require FHWA's prior approval and authorization.

DPW/FISCAL OFFICE  
 2014 SEP 18 P 2:33

- The number of Training Positions will be 0 Trainee (None), where feasible consisting of at least 0 Apprentices and 0 Apprentice Graduates of the P.A.P. and/or Trainees (Total Trainees Hours = 0 Hours (None).
- The Disadvantage Business Enterprises (DBE) goal is 10% (Ten). General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Web Determinations online web site at <http://www.wdol.gov/dba.aspx#0>. Select state, county and construction type heading: HIGHWAY where the Project is to be performed then click Search.
- Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate. State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at [http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).
- Contract completion date as noted in the bid documents must be specified in the project specifications with provisions for liquidated damages as per NJDOT 2007 Standard Specifications for Road and Bridge Construction section 108.20.
- Bids may be accepted up to 10 days following the last date of advertisement.

#### Award of Contract

- Recipients must award a construction contract within 4 months of the date of this notification. Failure to award construction within 4 months of NJDOT's letter may result in the withdrawal of funding. Withdrawal of funds may require the project to be reprogrammed by the MPO and rescheduled for approvals in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and reauthorization of funds by FHWA. This could result in significant project delays.
- Upon award of construction contract, the recipient must submit:
  - Certified copies of the bid summary
  - Resolution of award
  - Affidavit of advertisements
  - Completed copies of Federal attachments
  - Written verification that the contractor and/or subcontractors are not on the debarred list
- The City of Jersey City must complete and submit a copy of the bid analysis prepared in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated January 20, 2004 {Formerly T5080.4}. These Guidelines are available at: <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf>.

#### Project Agreement

- Return four (4) original signed and sealed copies of the attached agreement along with a signed/sealed Resolution for execution by the Department.
- DO NOT enter the date on page 1. All projects constructed with Federal funds require full-time construction inspection and oversight. Failure to follow the Federal guidelines may result in the loss of Federal funding.

- Signed copies of the agreement should be returned within 45 days.

#### Project Billing

- NJDOT must receive an initial billing (payment voucher) from the recipient for the construction project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT must receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project agreement. Failure to meet the billing requirements may result in the restriction of authorization of any future FWHA funding until such time as progress on timely billings is demonstrated.
- The project will be considered "Inactive" if the City of Jersey City fails to submit an invoice within the durations described in 23 CFR 630.106. It is the City of Jersey City responsibility to ensure that the federal funding is not jeopardized for this project due to an "inactive" project status.

#### Final Inspection and Closeout

- Requests for final inspection and acceptance to NJDOT shall be made by the recipient not later than 30 days following Substantial Completion of construction.
- Close-out documents shall be submitted by the recipient to NJDOT within 6 months of receipt of acceptance by NJDOT.

Failure to meet the time requirements for project close-out may result in the restriction of authorization of future FWHA funding until such time as progress on close-out is demonstrated.

Recipients may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.

It is the NJDOT's desire to make the process of funding and oversight as reasonable as possible and at the same time satisfy FHWA requirements. City of Jersey City cooperation will greatly facilitate this effort and assist in future funding.

If you have any questions, please contact me at 973-877-1554.

Sincerely,

Eileen Schack  
Supervising Engineer  
District # 2 Local Aid

Cc: Mr. Stanley S. C. Huang, P.E., City Engineer w/enclosure

File:

**CHECKLIST FOR THE AWARD OF A FEDERAL AID CONSTRUCTION CONTRACT  
NJDOT Local Aid**

Project: Mc Ginley Square (Phase 2)  
 Fed. Proj. No.: HSP-C00S(641)  
 Location: City of Jersey City  
 County: Hudson

Authorization Date:	8/28/2014	Federal Share (Authorized Amount):	\$409,314.00
Number of Bids:		Sponsor's Inhouse Amount:	\$0.00
Date of Bid:		Engineer's Estimate:	\$449,313.40
Date of Award:		Low Bid:	
Award Approval (by Local Aid):		Contract Amount:	
Contractor's Name:			

- | <u>YES</u>               | <u>NO</u>                | <u>N/A</u>               |  |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Has the required DBE or ESBE (whichever is applicable) Form A Plan been completed? Have the goals been met?   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Has the Contractor certified that he/she has an Affirmative Action Plan?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. Has the Non-Collusion Affidavit been submitted in proper form?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Is the Contractor listed on the current Debarred Bidders List?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Are there exceptions to the Debarment Certification?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. The bid opening was regular, except:  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. Is the bid materially unbalanced?   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8. All conditions in the LETTER OF AUTHORIZATION have been complied for concurrence.   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 9. If the bid is high, is it competitive in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated 1/20/04? These Guidelines are available at:<br><a href="http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf">http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf</a> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 10. Has a bid analysis been performed?   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 11. Have the required Trainees goals been met?   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 12. Does the project include all "Safety Measures" listed in the approved Design Exception Report?   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 13. Has the sponsor previously rejected bids and/or readvertised this project?   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 14. If bids were previously rejected, was it done in accordance with the provisions of N.J.S.A. 40 A:11-1 et. seq. or 23 CRR 635.114 (b-j)?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 15. Are copies of advertisements enclosed?   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 16. Are completed copies of Federal Attachments and Civil Rights Forms enclosed?   |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17. Identify person in "Responsible Charge" per 23 CFR 635.105.  |

Certified by: \_\_\_\_\_  
 County/City (or Sponsor's) Engineer Date

Recommended by: \_\_\_\_\_  
 Project Manager Date

Approved by: \_\_\_\_\_  
 Manager, District 2 Local Aid Date

Agreement No.: 2014-DT-BLA-211

Contract ID: 15 70704

CFDA Name and No.: Highway Planning and Construction 20.205

DUNS Number (Sponsor): 831438275

Contact Name and Phone Number: Eileen Schack; (973) 877-1500

## FEDERAL AID AGREEMENT

Project: McGinley Square (Phase 2)

Municipality: City of Jersey City,

County: Hudson

Federal Project No.: HSP-C00S(641)

This Cost Reimbursement Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the **City of Jersey City**, having its offices at **575 Rt. 440, Jersey City NJ 07305** ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of **August 28, 2014**. All such work shall be completed by **August 28, 2017**, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$409,314.00, with an approved budget as follows:

<u>Federal Project #</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>Sponsor In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
HSP-C005(641)	City of Jersey City	\$409,314.00	\$0.00	\$409,314.00	08/28/2014	08/28/2017

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget of \$409,314.00 stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

- Cost principles for State & Local Governments – OMB Circular A-87
- Cost Principles for Nonprofit Organizations - OMB Circular A-122
- Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

- Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102
- Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a

disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

## 7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

(b) "In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(c) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

## 8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

## 9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the

matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

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

(a) 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

(b) 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 or sex;

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

(d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) 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.

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

- (a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.
- (b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.
- (c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to

participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.

(b) **Obligation.** The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo  
Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

**District 2**  
153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: (973) 877-1500  
Fax: (973) 648-4547  
Bergen, Essex, Hudson,  
and Union

Excepting Legal Notices  
Telephone:

Fax:

If to Recipient:

Shyue-Cheng Huang, P.E.  
(Engineer)  
City of Jersey City  
575 Rt. 440  
Jersey City, NJ 07305

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2. This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation  
Manager Professional Services  
Procurement Division  
1035 Parkway Avenue  
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.

24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.

25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.

26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.

27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.

28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.

29. APPENDIX I - Project Scope of Work

30. APPENDIX J - Project Cost Estimate

31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

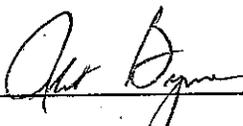
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: McGinley Square (Phase 2)  
Municipality: City of Jersey City, County: Hudson  
Federal Project No.: HSP-C00S(641)

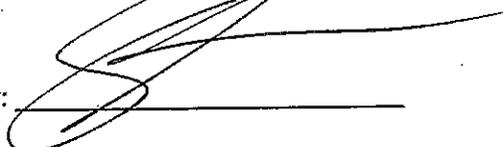
Agreement No.: 2014-DT-BLA-211

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT City of Jersey City

 9/15/14  
Date

Name: Robert Byrne  
Title Clerk

By:  9/15/14  
Date

Name Steven M. Fulop  
Title Mayor

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

Jacqueline Trausi  
Department Secretary,  
New Jersey Department of Transportation

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

Michael Russo, Director,  
Division of Local Aid & Economic  
Development

Date

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ACTING ATTORNEY GENERAL OF NEW JERSEY

**John Jay Hoffman**

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

Deputy Attorney General

\_\_\_\_\_

Date

## APPENDIX A

### **NONDISCRIMINATION**

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:
  - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.
  - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**APPENDIX B**

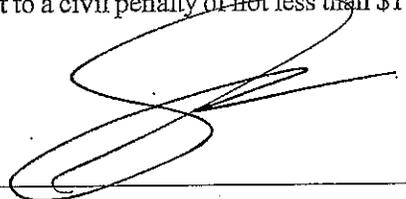
**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Steven M. Fulop, Mayor, hereby certify on behalf of RECIPIENT, that:  
(Name and Title of Grantee Official).

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 15<sup>th</sup> day of SEPT, 2014.

By: 

Steven M. Fulop, Mayor  
(Signature and Title of Authorized Official)

## APPENDIX C

### CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

## APPENDIX E

### NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor\* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

**NOTE:** This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

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Adopted on the 16th day of December, 1987

APPENDIX F

**CERTIFICATION OF RECIPIENT ELIGIBILITY**

I Steven M. Fulop hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

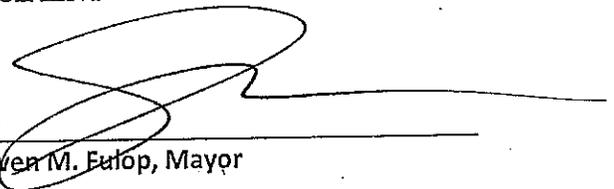
has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

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

  
\_\_\_\_\_  
Steven M. Fulop, Mayor

Date: 9/15/14

## APPENDIX G

### AMERICANS WITH DISABILITIES ACT

#### Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 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 STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, 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 RECIPIENT 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 STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

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

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

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

## APPENDIX H

### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

**NJTPA FDAP LSP  
McGinley Square Phase II Improvements  
City of Jersey City  
Hudson County, NJ**

**SCOPE OF WORK**

McGinley Square is located just south of the Journal Square Transportation Hub. The area is a vibrant commercial district with significant vehicular and pedestrian traffic during the AM and PM peaks as well as throughout the day and on the weekends. There are schools located immediately adjacent to the study area.

NJTPA conducted a Walkable Community and Senior Mobility Workshop at McGinley Square, resulting in two reports, which outlined the needed improvements. The area focuses on the intersections of Montgomery St with Bergen Ave; Bergen Ave with Fairmount Ave; Montgomery with Jordan and Orchard with Jordan.

Bergen Avenue traverses the study area in north-south orientation and Montgomery Street traverses in an east-west direction and intersect at McGinley Square. Both streets are classified as Urban Minor Arterials.

According to crash data from the Jersey City Police Department, there have been a total of 220 crashes within the study area between January 2009 and April 2013. Specific issues include: lack of adequate ADA compliant curb ramps at the intersections, including poorly placed detectable warning surface (DWS). Some sidewalk areas are deteriorated and require replacement. Also, the roadway drainage systems are inadequate to alleviate water ponding at the crosswalks. Pedestrian push buttons are not properly placed as per the latest Manual of Uniform Traffic Control Devices (MUTCD).

The following are the proposed intersection safety improvements:

**General**

Replace all curbing and signs within 25 feet from center of curb return.  
Replace all existing ramps (concrete and pavers) with new concrete ADA compliant ramps  
Add wrap-around reflective sheeting on sign posts.  
Add detectable warning surfaces at pedestrian curb ramps.  
Use 1' repair strip with dense graded aggregate and bituminous overlay for curb repair.  
Minor regrading of pavement to correct drainage ponding  
Mill and resurface entire intersections.  
Re-stripe entire intersection, including stop bars and crosswalks.  
Reset existing manhole castings  
Reset water and gas valve covers  
Reset inlet castings

**Montgomery Street and Bergen Avenue Intersection (Signalized)**

- Construct ADA ramps, including on channelizing island
- Reposition pedestrian countdown signals to align with proposed crosswalks
- Reset existing Type B modified inlet casting at northwest corner
- Stripe bus stop location on southbound Montgomery Street
- Add back plates to traffic signal heads
- Relocate two junction boxes for construction of curb ramps
- Install new conduit and wire for relocated junction boxes

Montgomery Street and Jordan Avenue (Signalized)

- Construct ADA ramps
- Reset utility vault on southeast corner
- Convert Type B inlet to Type B Modified inlet on northwest corner
- Remove existing pedestrian pole located on center of sidewalk on southeast corner
- Relocate and reposition pedestrian countdown signals to align with proposed crosswalks
- Replace microwave detection on Jordan Avenue with image detection cameras
- Add back plates to traffic signal heads.

Monticello Avenue and Storms Avenue (Unsignalized)

- Provide two curb ramps on southwest corner
- Convert Type B inlet to Type B Modified inlet on northeast and southeast corners.
- Restripe crosswalks
- Reset existing inlets on southeast and northwest corner

Storms Avenue and Nevins Street (Unsignalized)

- Curb ramps non-existent. Install three new curb ramps on northeast and southeast corners and on west side of intersection.
- Convert Type B inlet to Type B Modified inlet on southeast corner.
- Install crosswalks markings.
- Install signage.
- Reset inlet casting

Reset existing inlets on southeast and northwest corner

**McGinley Square Safety Improvements Project - Phase II**  
**Jersey City, Hudson County**

**Engineer's Estimate**

SEQ. NO.	NJDOT ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT COST	COST
<b>ROADWAY ITEMS</b>						
1	157003M	CONSTRUCTION LAYOUT	DOLLAR	1	\$17,500.00	\$17,500.00
3	158030M	INLET FILTER, TYPE 2, 2' X 4'	U	11	\$150.00	\$1,650.00
4	159003M	BREAKAWAY BARRICADE	U	30	\$70.00	\$2,100.00
5	159006M	DRUM	U	35	\$48.00	\$1,680.00
6	159009M	TRAFFIC CONE	U	45	\$14.00	\$630.00
7	159012M	CONSTRUCTION SIGNS	SF	450	\$13.00	\$5,850.00
8	159027M	FLASHING ARROW BOARD, 4' X 8'	U	2	\$900.00	\$1,800.00
9	160004M	FUEL PRICE ADJUSTMENT	DOLLAR	1	\$200.00	\$200.00
10	201003P	CLEARING SITE	LS	1	\$20,000.00	\$20,000.00
11	202006M	EXCAVATION, TEST PIT	UNIT	10	\$250.00	\$2,500.00
12	202021P	REMOVAL OF PAVEMENT	SY	181	\$55.00	\$9,955.00
13	302042P	DENSE-GRADED AGGREGATE BASE COURSE, 8" THICK	SY	181	\$12.00	\$2,172.00
14	401009P	HMA MILLING, 3" OR LESS	SY	6213	\$6.00	\$37,278.00
15	401054M	HOT MIX ASPHALT 12.5M64 SURFACE COURSE	T	704	\$110.00	\$77,440.00
16	401096M	HOT MIX ASPHALT 19M64 BASE COURSE	T	60	\$110.00	\$6,600.00
17	602213M	CURB PIECE	U	2	\$350.00	\$700.00
18	602270M	SET INLET, TYPE B MODIFIED, CASTING	U	5	\$1,000.00	\$5,000.00
19	602099M	RESET EXISTING CASTING	U	6	\$300.00	\$1,800.00
20	606012P	CONCRETE SIDEWALK, 4" THICK	SY	597	\$80.00	\$47,760.00
21	606028P	RESET PRECAST CONCRETE PAVERS	SY	25	\$145.00	\$3,625.00
22	606057P	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	55	\$100.00	\$5,500.00
23	606075P	CONCRETE ISLAND, 4" THICK	SY	18	\$100.00	\$1,800.00
24	606084P	DETECTABLE WARNING SURFACE	SF	246	\$34.00	\$8,364.00
25	607024P	8" X 20" CONCRETE VERTICAL CURB	LF	818	\$43.50	\$35,583.00
26	610008M	TRAFFIC MARKINGS	SF	710	\$5.00	\$3,550.00
27	610011M	TRAFFIC STRIPES, 4" EQUIVALENT	LF	18706	\$1.00	\$18,706.00
28	610035M	REMOVAL OF TRAFFIC STRIPES	LF	200	\$1.00	\$200.00
29	612003P	REGULATORY AND WARNING SIGN	SF	267	\$40.00	\$10,680.00
30	612009P	GUIDE SIGN, TYPE GA, BREAKAWAY SUPPORTS	SF	6	\$45.00	\$270.00
31	N61200	REFLECTIVE SIGN POST WRAP	U	15	\$95.00	\$1,425.00
32	651255M	RESET WATER VALVE BOX	U	17	\$80.00	\$1,360.00
33	652435M	RESET MANHOLE, SANITARY SEWER, USING NEW CASTING	U	9	\$900.00	\$8,100.00
34	701021P	3" RIGID METAL CONDUIT	LF	352	\$68.00	\$23,936.00
35	701102M	18" X 36" JUNCTION BOX	U	5	\$2,000.00	\$10,000.00
36	701192P	GROUND WIRE, NO. 8 AWG	LF	362	\$3.20	\$1,158.40
37	702030P	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	LF	1721	\$3.00	\$5,163.00
38	702033P	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	LF	926	\$4.00	\$3,704.00
39	N70603	TRAFFIC SIGNAL BACKPLATE	U	11	\$175.00	\$1,925.00
40	702041M	PUSH BUTTON ASSEMBLIES, TYPE APS	U	4	\$750.00	\$3,000.00
41	702045M	IMAGE DETECTOR	U	2	\$7,000.00	\$14,000.00
42	702062M	APS CONTROL UNIT	U	1	\$6,500.00	\$6,500.00
43	704028M	CONTROLLER MODIFICATIONS	U	1	\$950.00	\$950.00
<b>ROADWAY ITEMS TOTAL COST:</b>						<b>\$409,313.40</b>

SEQ. NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT COST	COST
<b>NON-PARTICIPATING ITEMS</b>					
2	TRAFFIC DIRECTOR, JERSEY CITY POLICE	ALLOWANCE	1	\$40,000.00	\$40,000.00
<b>NON-PARTICIPATING ITEMS TOTAL COST:</b>					<b>\$40,000.00</b>

<b>GRAND TOTAL COST:</b>	<b>\$449,313.40</b>
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THE FOREGOING UNIT PRICES AND LUMP SUM FIGURES REPRESENT THE FAIR AND REASONABLE COST OF PERFORMING THE WORK BY CONTRACT, INCLUDING PROFIT.

Parsons Brinckerhoff, Inc.



THOMAS G. PAGANI, P.E.  
 PROJECT MANAGER, N.J.P.E. LICENSE NO. 24GE04000500

August 19, 2014

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

City Clerk File No. Res. 14.665

Agenda No. 10.U

Approved: OCT 08 2014



**TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2014-DT-BLA-212 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE SCHOOL CROSSING SAFETY IMPROVEMENTS, PHASE 4, JC PROJECT NO: 11-025 AND FEDERAL PROJECT NO: HSP-C00S (656) PROVIDED FOR THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION**

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

**WHEREAS**, the City of Jersey City (City), Department of Administration, Division of Architecture, Engineering, Traffic and Transportation submitted the FY2012 application to New Jersey Department of Transportation's (NJDOT) federal aid Safe Routes to Schools Program (SRS-I-2012-JC-00010) for the School Crossing Safety Improvements, Phase 4, JC Project No: 11-025, Federal Project No: HSP-C00S (656) that was reviewed and found eligible for federal cost reimbursement in the amount of **\$298,665.00**; and

**WHEREAS**, the New Jersey Department of Transportation (NJDOT) received federal authorization on August 28, 2014 allowing the City to move towards public bid and implementing the above referenced Federal Aid Highway Program project; and

**WHEREAS**, under the terms and conditions of the federal aid agreement the City must execute **Cost Reimbursement Agreement No. 2014-DT-BLA-212** in which all such work shall be completed by August 28, 2017 unless the Cost Reimbursement Agreement is terminated or extended by written authorization of the State; and

**WHEREAS**, the City prepared plans, specifications and designated a resident engineer to monitor and inspect all work performed by the contractor who is awarded the construction contract, in addition to controlling the approved budget, administering payment vouchers and submitting compliance/progress reports regarding such transactions to NJDOT for allowable cost reimbursement not to exceed **\$298,665.00**; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator and City Clerk are authorized to execute the **Cost Reimbursement Agreement No. 2014-DT-BLA-212** which is attached hereto, for the School Crossing Safety Improvements, Phase 4, JC Project No: 11-025, Federal Project No: HSP-C00S(656) and their signatures constitute acceptance of the terms and conditions of the federal grant agreement; and

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator are hereby authorized to accept federal aid on behalf of the City of Jersey City from the New Jersey Department of Transportation for the School Crossing Safety Improvements, Phase 4, JC Project No: 11-025, Federal Project No. HSP-C00S (656).

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											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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 - 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 CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2014-DT-BLA-212 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE SCHOOL CROSSING SAFETY IMPROVEMENTS, PHASE 4, JC PROJECT NO: 11-025 AND FEDERAL PROJECT NO: HSP-C00S (656) PROVIDED FOR THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION

**Project Manager**

Department/Division	ADMINISTRATION	ARCH, ENG. TRAFFIC & TRANS.
Name/Title	Stanley Huang	Municipal Engineer
Phone/email	201-547-5965	Stanley@icnj.org

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

The purpose of this resolution is to enter into and execute the Federal Aid Agreement No: 2014-DT-BLA-212. FHWA authorized August 28, 2014 through August 28, 2017. Total amount eligible for cost reimbursement is \$298,665.00

**Cost (Identify all sources and amounts)**

Grant Account: 02-213-40-330-314 = \$298,665.00  
Capital money will be needed for any state non-participating items such as police salary hours. (TBD)

**Contract term (include all proposed renewals)**

FHWA authorized August 28, 2014 through August 28, 2017.

Type of award

If "Other Exception", enter type

**Additional Information**

Under Phase 4 of the School Crossing Improvements, this project will address faded or missing crosswalk markings. It includes the installation of high visibility textured pavement crosswalks outline with thermoplastic traffic stripes along with some incidental site work at intersections and mid-blocks in proximity to twelve (12) public elementary schools.

PS #5	Dr. Michael Conti School	182 Merseles Street/Fourth
PS #12	Julia A. Barnes School	91 Astor Place/Monticello Avenue
PS #17	Joseph H Bresinger School	600 Bergen Avenue/Belmont/Kensington
PS #19	NJ Regional Day School	425 Johnston Avenue/Manning/Woodward
PS #23	Mahatma K. Gandhi School	143 Romaine Avenue/Pavonia/Broadway
PS #23A	Marc Anthony DiNardo School	128 Duncan Avenue/Apollo/Duncan Court
PS #24	Chaplin Charles Watters School	220 Virginia Avenue/West Side/Mid-Block
PS #25	Nicolas Copernicus School	3385 Kennedy Blvd/Zabriske/Columbia Ave
PS #33	Dr. Paul Rafalides School	362 Union Street/Mallory Avenue
PS #38	James F. Murray School	339 Stegman Parkway/Mid-Block
PS #39	Dr. Charles P. Defuccio School	214 Plainfield Avenue/Duncan/Mallory
PS #89	Academy 1 Middle School	209 Bergen Avenue / Wilkerson/Bostwick

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Robert Kakoleski, Business Administrator  
Signature of Department Director

October 1, 2014  
Dated



**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ARCHITECTURE, ENGINEERING**  
**TRAFFIC AND TRANSPORTATION**  
 PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
 P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
 MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
 BUSINESS ADMINISTRATOR

MEMORANDUM

---

**DATE** : September 25, 2014

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

**FROM** : Brian F. Weller, L.L.A., Director *BFW*

**SUBJECT** : **School Crossing Safety Improvements, Phase 4**  
**Jersey City Project No: 11-025**  
**Federal Project No: HSP-C00S (656)**

**Re: Federal Aid Cost Reimbursement**  
**Agreement No: 2014-DT-BLA-212**

---

Attached for your consideration is a Resolution authorizing the City to enter into Federal Aid Agreement No: 2014-DT-BLA-212 with the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development for the School Crossing Safety Improvements, Phase 4.

Under the terms and conditions the City will be eligible for cost reimbursement in the amount of \$298,665.00. The effective date of the federal agreement is August 28, 2014 through August 28, 2017 the date for completion.

Please contact my office at extension 5900 should you have any questions or need additional information.

**CC:** Robert Byrne, City Clerk  
 Robert Kakoleski, Business Administrator  
 Donna Mauer, Chief Financial Officer  
 Stanley Huang, Municipal Engineer  
 Joao D'Souza, Traffic Director  
 Dawn Odom, Supervising Administrative Analyst

5/29/14

**School Crossing Safety Improvements (Phase 4)  
City of Jersey City  
Hudson County**

**Scope of Work**

**Project Need and Existing Conditions**

Jersey City streets are on a grid pattern and the majority of students walk to and from school. Students risk accidents with vehicles because of heavy traffic volumes, parked cars and high vehicular speeds. The lack of adequate vehicular signage, well defined and highly visible crosswalks and lack of adequate traffic stripes and markings fail to alert drivers to the presence of school aged pedestrians. The lack of visible and well defined crosswalks encourages jaywalking and reduces drivers' awareness of pedestrian crossings.

Common problems at all schools locations include:

1. Inadequate traffic signage
2. Faded traffic stripes and markings
3. Damaged curb and sidewalk
4. Lack of detectable warning surfaces at curb ramps
5. Faded or missing crosswalk markings

Phase 1 of the School Crossing Safety Improvements project addressed items 1-5. Phase 2 and 3 addressed items 1-4. Phase 4 of the School Crossing Safety Improvements project will address item 5 by installing highly visible Textured Pavement Crosswalks at many of the schools that are part of Phase 2 and 3 depending on funding availability.

The Jersey City Mayor and Council, the Jersey City Police Department, and the Jersey City Board of Education have a goal of improving safety for all students walking or biking to and from school. This project is another phase that will modernize, with state of the art safety features, school crossing. As additional funds become available either from this program or other funding programs, additional deteriorated sections of sidewalk along walking routes to and from public schools will be replaced.

**Proposed Improvements**

The project includes the installation of High Visibility Textured Pavement Crosswalks outlined with Thermoplastic Traffic Stripes along with some incidental site work at intersections and mid-blocks in proximity to twelve (12) public elementary schools. Those schools are PS 5, PS 12, PS 17, PS 19, PS 23, PS 23A, PS 24, PS 25, PS 33, PS 38, PS 39 AND PS 89 (Academy 1).

Non-compliant ADA Curb Ramps will be replaced, if required.

Textured Pavement Crosswalks will create a safer walking and bicycling environment for students walking and biking to and from school. These high visibility crosswalks will alert drivers to the presence of schools and students. The proposed improvements will better ensure that students cross streets at crosswalks and drivers are prepared to stop.



# 11-025

RECEIVED

14 SEP 12 AM 9:40

CITY OF JERSEY CITY  
ENGINEERING

# State of New Jersey

DEPARTMENT OF TRANSPORTATION

District 2 Local Aid

153 Halsey Street, 5<sup>th</sup> floor

Newark, New Jersey 07102

CHRIS CHRISTIE  
Governor

JOSEPH D. BERTONI  
Acting Commissioner

KIM GUADAGNO  
Lt. Governor

September 10, 2014

Honorable Steven M. Fulop  
Mayor, City of Jersey City  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

DPW/FISCAL OFFICE  
2014 SEP 18 P 2:39

Re.: School Crossing Safety Improvements (Phase 4)  
City of Jersey City, Hudson County  
Federal Project No. HSP-C00S (656)

Dear Mayor Fulop:

This is to inform you that on August 28, 2014, the Federal Highway Administration (FHWA) authorized funding up to an amount of \$298,665.00 for construction of the above captioned Federal Aid Highway Program project located in the City of Jersey City, Hudson County.

Requirements for this project include, but are not limited to, the following:

#### Advertisement of Contract

- As per the NJDOT Procedures for Federal Aid Projects in the Division of Local Aid and Economic Development's Federal Aid handbook, the City of Jersey City is required to advertise for construction bids within 60 calendar days from the date of this letter. The project shall be advertised once a week for a minimum of three (3) consecutive weeks in at least two (2) legal newspapers. Bids may be taken a minimum of 10 days following the final advertisement.
- The following language must appear in the bid solicitation: "Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award."
- The City of Jersey City must send NJDOT a schedule of advertisement and anticipated bid date, start date for construction, and a current construction bar chart (Critical Path Method Schedule.) prior to advertisement.
- The City of Jersey City may use their own format for the bid proposal; however, the construction items and quantities must be the same as the final plans, specs and estimate (as submitted with the authorization request). Any modifications to the construction items and quantities will require FHWA's prior approval and authorization.

- The number of Training Positions will be '0' where feasible consisting of at least '0' Apprentices and '0' Apprentice Graduates of the P.A.P. and/or Trainees (Total Trainees Hours = 0). The Disadvantage Business Enterprise goal is 0%. These requirements should be so indicated in the proper locations on Federal Attachment No. 5 and 5 (A) pertaining to DBE's. Federal Attachment No. 5 Emerging Small Business Enterprise Utilization in the attachment to the Federal Aid Supplementary Specifications may be removed from the Specifications package.
- General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Web Determinations online web site at <http://www.wdol.gov/dba.aspx#0> Select state, county and construction type heading: HIGHWAY where the Project is to be performed then click Search.
- Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate. State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at [http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).

**These must be downloaded not more than ten (10) days prior to advertisement and inserted into the final bid specifications.**

- Contract completion date as noted in the bid documents must be specified in the project specifications with provisions for liquidated damages as per NJDOT 2007 Standard Specifications for Road and Bridge Construction section 108.20.

#### Award of Contract

- Recipients must award a construction contract within 4 months of the date of this notification. Failure to award construction within 4 months of NJDOT's letter may result in the withdrawal of funding. Withdrawal of funds may require the project to be reprogrammed by the MPO and rescheduled for approvals in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and reauthorization of funds by FHWA. This could result in significant project delays.
- Upon award of construction contract, please submit the following to this office for our concurrence in the award of construction contract:
  - certified copy of the bid summary
  - original resolution of award
  - bid analysis
  - affidavits of the advertisements
  - written verification that the contractor and/or subcontractors are not on the debarred list
  - completed Federal Attachments
  - a signed copy of the "Federal Aid Checklist" (enclosed)
- If the bids are rejected for any reason, this office must be notified in writing before re-advertising. A written justification for the denial must also be submitted.
- The City of Jersey City must complete and submit a copy of the bid analysis prepared in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated January 20, 2004 {Formerly T5080.4}. These Guidelines are available at: <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf>.

#### Project Agreement (included under separate cover letter)

- Return four (4) original signed and sealed copies of the attached agreement along with a signed/sealed Resolution for execution by the Department. **DO NOT** enter the date on page 1.

- Signed copies of the agreement should be returned within 45 days.
- All projects constructed with Federal funds require full-time construction inspection and oversight. Failure to follow the Federal guidelines may result in the loss of Federal reimbursement.

#### Project Billing

- NJDOT must receive an initial billing (payment voucher) from the recipient for the construction project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT must receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project agreement. Failure to meet the billing requirements may result in the restriction of authorization of any future FWHA funding until such time as progress on timely billings is demonstrated.
- The project will be considered "Inactive" if the City of Jersey City fails to submit an invoice within the durations described in 23 CFR 630.106. It is the City of Jersey City's responsibility to ensure that the federal funding is not jeopardized for this project due to an "Inactive" project status.

#### Final Inspection and Closeout

- Requests for final inspection and acceptance to NJDOT shall be made by the recipient not later than 30 days following Substantial Completion of construction.
- Close-out documents shall be submitted by the recipient to NJDOT within 6 months of receipt of acceptance by NJDOT.

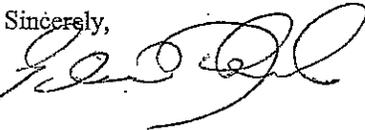
Failure to meet the time requirements for project close-out may result in the restriction of authorization of future FWHA funding until such time as progress on close-out is demonstrated.

Recipients may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.

It is the NJDOT's desire to make the process of funding and oversight as reasonable as possible and at the same time satisfy FHWA requirements. City of Jersey City's cooperation will greatly facilitate this effort and assist in future funding.

Should you require any additional information, please contact me at (973) 877-1500.

Sincerely,



Eileen Schack  
Supervising Engineer

CC Mr. Shyue-Cheng Huang, City Engineer w/enclosure

Attachment

# 11-025

Agreement No.: 2014-DT-BLA-212

Contract ID: 15 70695

CFDA Name and No.: Highway Planning and Construction 20.205

DUNS Number (Sponsor): 831438275

Contact Name and Phone Number: Eileen Schack; (973) 877-1500

**FEDERAL AID AGREEMENT**

Project: **School Crossing Safety Improvements (Phase 4)**  
Municipality: **City of Jersey City,** County: **Hudson**  
Federal Project No.: **HSP-C00S(656)**

This Cost Reimbursement Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the **City of Jersey City**, having its offices at **575 Rt. 440, Jersey City NJ 07305** ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of **August 28, 2014**. All such work shall be completed by **August 28, 2017**, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

## 5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of \$1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

## 6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$298,665.00, with an approved budget as follows:

<u>Federal Project #</u>	<u>Project Sponsor</u>	<u>Contract</u>	<u>Sponsor In-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
HSP-C00S(656)	City of Jersey City	\$298,665.00	\$0.00	\$298,665.00	08/28/2014	08/28/2017

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget of \$298,665.00 stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87  
 Cost Principles for Nonprofit Organizations - OMB Circular A-122  
 Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102  
 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a

disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

## 7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
  - In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.
- (a) The Recipient shall include in the Final Invoice the following release clause:
  - (b) "In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"
  - (c) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the

matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

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

- (a) 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;
- (b) 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 or sex;
- (c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) 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.
- (h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

- (a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.
- (b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.
- (c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to

participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.

(b) **Obligation.** The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Michael Russo  
Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

**District 2**  
153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: (973) 877-1500  
Fax: (973) 648-4547  
Bergen, Essex, Hudson,  
and Union

Excepting Legal Notices  
Telephone:

Fax:

If to Recipient:

**Shyue-Cheng Huang, P.E.**  
*(Engineer)*  
**City of Jersey City**  
**575 Rt. 440**  
**Jersey City, NJ 07305**

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.
22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:
- New Jersey Department of Transportation  
Manager Professional Services  
Procurement Division  
1035 Parkway Avenue  
Trenton, New Jersey 08625
23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I – Project Scope of Work
30. APPENDIX J – Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: School Crossing Safety Improvements (Phase 4)

Municipality: City of Jersey City, County: Hudson

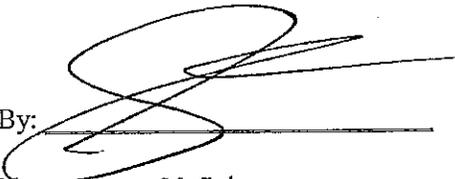
Federal Project No.: HSP-C00S(656)

Agreement No.: 2014-DT-BLA-212

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT City of Jersey City

  
\_\_\_\_\_  
9/15/14  
Date

By:   
\_\_\_\_\_  
9/15/14  
Date

Name: Robert Byrne  
Title Clerk

Name Steven M. Fulop  
Title Mayor

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
\_\_\_\_\_  
Jacqueline Trausi Date  
Department Secretary,  
New Jersey Department of Transportation

By: \_\_\_\_\_  
\_\_\_\_\_  
Michael Russo, Director, Date  
Division of Local Aid & Economic  
Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ACTING ATTORNEY GENERAL OF NEW JERSEY

**John Jay Hoffman**

By: \_\_\_\_\_  
\_\_\_\_\_  
Deputy Attorney General

\_\_\_\_\_  
\_\_\_\_\_  
Date

## APPENDIX A

### NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:
  - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.
  - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**APPENDIX B**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Steven M. Fulop, Mayor, hereby certify on behalf of RECIPIENT, that:  
(Name and Title of Grantee Official)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 15<sup>th</sup> day of SEPT, 2014.

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

Steven M. Fulop, Mayor

(Signature and Title of Authorized Official)

## APPENDIX C

### CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

## APPENDIX E

### NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor\* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

**NOTE:** This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

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Adopted on the 16th day of December, 1987

APPENDIX F

**CERTIFICATION OF RECIPIENT ELIGIBILITY**

I Steven M. Fulop hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

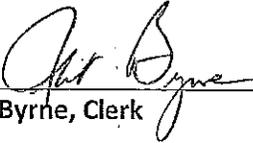
does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

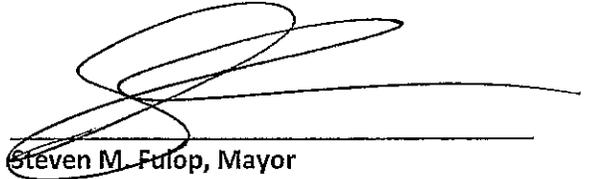
(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

  
\_\_\_\_\_

Robert Byrne, Clerk

  
\_\_\_\_\_

Steven M. Fulop, Mayor

Date: 9/15/14

## APPENDIX G

### AMERICANS WITH DISABILITIES ACT

#### Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 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 STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, 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 RECIPIENT 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 STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

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

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

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

## APPENDIX H

### **STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA**

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

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

City Clerk File No. Res. 14.666

Agenda No. 10.V

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2015 TRANSIT VILLAGE JOURNAL SQUARE INTERSECTION IMPROVEMENT PROJECT FOR THE CITY OF JERSEY CITY**

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

**WHEREAS**, the State of New Jersey Department of Transportation ("NJDOT") has announced it is now accepting grant applications for the 2015 Transit Village Program that must be submitted through the System for Administering Grants Electronically (SAGE) on or before October 14, 2014; and

**WHEREAS**, the City of Jersey City ("City"), Department of Administration, Division of Architecture, Engineering, Traffic and Transportation has prepared an application identified as TV-2015-Journal Square Intersection Improvement-00005 for Jersey City; and

**WHEREAS**, the City is requesting funding from the NJDOT 2015 Transit Village Program for the primary purpose to make pedestrian safety improvements; and

**WHEREAS**, the City agrees to assume a commitment for maintenance and repair of the completed pedestrian safety improvements;

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

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an electronic grant application identified as TV-2015-Journal Square Intersection Improvements-00005 to the New Jersey Department of Transportation on behalf of the City of Jersey City.

TITLE:

**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2015 TRANSIT VILLAGE JOURNAL SQUARE INTERSECTION IMPROVEMENT PROJECT FOR THE CITY OF JERSEY CITY**

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitutes acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

Certified as a true copy of the Resolution adopted by Council,  
On this 8th day of OCTOBER, 2014

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

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

**ATTEST and AFFIX SEAL**

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

\_\_\_\_\_  
Steven M. Fulop, Mayor

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 <b>10.8.14</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		<b>ABSENT</b>		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 - 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 SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2015 TRANSIT VILLAGE JOURNAL SQUARE INTERSECTION IMPROVEMENT PROJECT FOR THE CITY OF JERSEY CITY**

**Project Manager**

Department/Division	Administration	Architecture, Engineering, Traffic & Transp.
Name/Title	Stanley Huang	Municipal Engineer
Phone/email	201-547-5965	Stanley@jcnj.org

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

**Contract Purpose**

This resolution is requesting authorization to apply and execute a grant agreement with NJDOT for the 2015 Transit Village funding of the Journal Square Intersection Improvement project.

**Cost (Identify all sources and amounts)**

Construction Estimate:	\$115,000.00 Grant
<u>State Non-Participating</u>	<u>\$25,000.00 Capital</u>
Estimated Project Cost	\$140,000.00

**Contract term (include all proposed renewals)**

Once approved, the City will have 18 months to design and award the construction contract.

Type of award

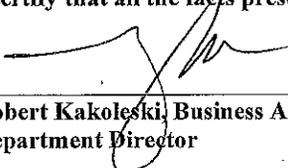
If "Other Exception", enter type

**Additional Information**

This grant application is seeking funds for pedestrian safety improvements at various intersections in the Journal Square Transportation HUB area. This area has been designated a Transit Village. The improvements will encourage pedestrian friendly neighborhoods and walking or biking to the existing transit facilities and other business in the Journal Square area. The scope of work will include textured pavement crosswalks, striping and marking. Exact locations will be determined based on funding availability and taking into consideration any new construction proposed in the Journal Square Area. This application is requesting funding for decorative crosswalks at the following locations.

Sip Avenue @ Bergen Avenue,  
 Sip Avenue @ Enos Place  
 Sip Avenue @ Jones Street  
 Sip Avenue @ Summit Avenue  
 Summit Avenue @ Magnolia Avenue  
 Pavonia Avenue @ Homestead Place  
 Pavonia Avenue @ JFK Boulevard  
 Bergen Avenue and JFK Boulevard

I certify that all the facts presented herein are accurate.

  
 Robert Kakoleski, Business Administrator  
 Department Director

  
 Date



CITY OF JERSEY CITY  
 DEPARTMENT OF ADMINISTRATION  
 DIVISION OF ARCHITECTURE, ENGINEERING  
 TRAFFIC AND TRANSPORTATION  
 PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
 P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
 MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
 BUSINESS ADMINISTRATOR

MEMORANDUM

---

DATE : September 25, 2014

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

FROM : Brian F. Weller, L.L.A., Director 

SUBJECT : **Application to the New Jersey Department of Transportation  
 2015 Transit Village Program – Pedestrian Safety  
 Journal Square Intersection Improvements**

---

Attached for your consideration is a Resolution authorizing the submission of the 2015 Transit Village grant application and the execution of a grant agreement with NJDOT for a project named the Journal Square Intersection Improvements.

The NJDOT Transit Village program will award funds to projects that enhance walking, biking and or ridership within the designated Transit Village area. The City is looking to install decorative crosswalks at various sites within the ½ mile radius of the designated area. The total estimated cost of this project is \$140,000.00

Please contact my office at extension 5900 should you have any questions or need additional information.

CC: Robert Byrne, City Clerk  
 Robert Kakoleski, Business Administrator  
 Donna Mauer, Chief Financial Officer  
 Stanley Huang, Municipal Engineer  
 Joao D'Souza, Traffic Director  
 Dawn Odom, Supervising Administrative Analyst

## **Scope of Work**

The City of Jersey City is requesting funding to complete crosswalk improvements at select intersections leading to and from the Journal Square Transportation Station. This facility provides access to multi-modal transit through NY/NJ PATH Train and NJ Transit Bus. In the direct proximity of this transit facility (1/2 mile) there are more than 28,000 residents. With an average weekday ridership of over 26,000 and an annual ridership exceeding 8 million users, the Journal Square Transportation Station is a major hub for city residents and commuters to locations throughout Jersey City.

Due to the heavy vehicular traffic volume surrounding the station, the City of Jersey City is proposing improvements that would help pedestrians safely travel to and from the station. The existing crosswalks are fading and provide limited visibility to motorists. This presents a number of safety concerns for both pedestrians and bicyclists.

To address these concerns, the City of Jersey City is proposing to install high visibility stamped asphalt crosswalks at select intersections. This will help to increase pedestrian safety, alert motorists to the presence of pedestrians, and enhance the overall appeal and aesthetic of the Transit Village neighborhood. The project will provide uniformity and improve the visual appeal of the Journal Square Transit Village, support the sustainability of the surrounding business community, and encourage the safe and accessible use of public transportation.

Each crosswalk is approximately 400 square feet, and the project can be completed at a cost of \$16 per square foot. A total of fifteen (15) decorative crosswalks will be installed at the following intersections:

1. Bergen Avenue and Sip Avenue
2. Enos Place and Sip Avenue
3. Jones Street and Sip Avenue
4. Summit Avenue and Sip Avenue
5. Magnolia Avenue and Summit Avenue
6. Pavonia Avenue and Homestead Place
7. Pavonia Avenue and JFK Boulevard
8. Bergen Avenue and JFK Boulevard

## **Project Readiness**

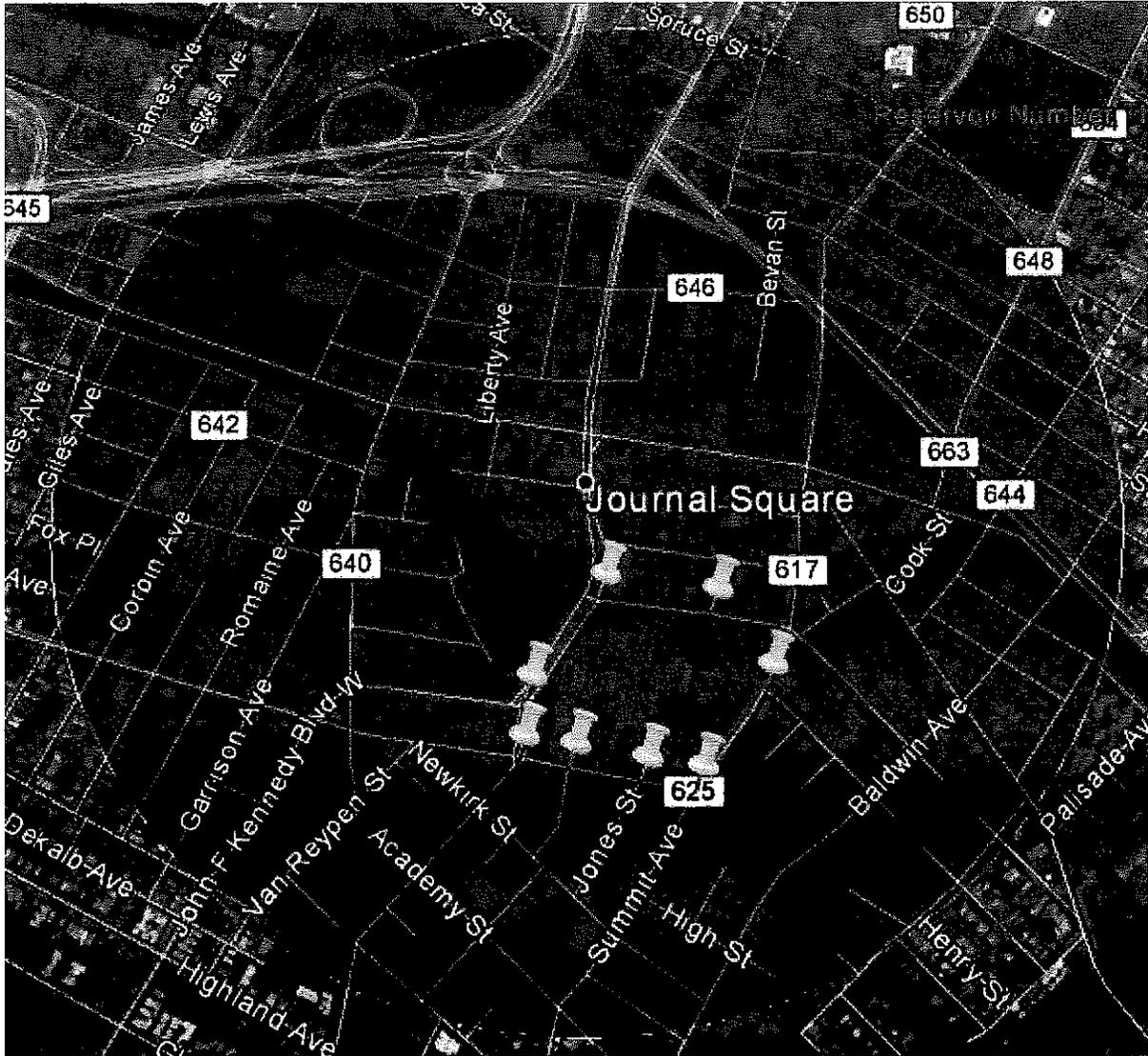
*In the space below, please discuss whether the project will be ready for construction within 18 months from the time the agreement is signed. Be sure to include work that has been done to bring the project to a state of "construction-readiness", i.e. right-of-way acquisition, permit approvals, design status, utility accommodation, etc.*

The project includes the stamping of asphalt with a decorative paver design in fifteen (15) crosswalks within the Journal Square Transit Village. The infrastructure improvements do not require special permit approval or design and can be completed within six (6) months of the notice of award.

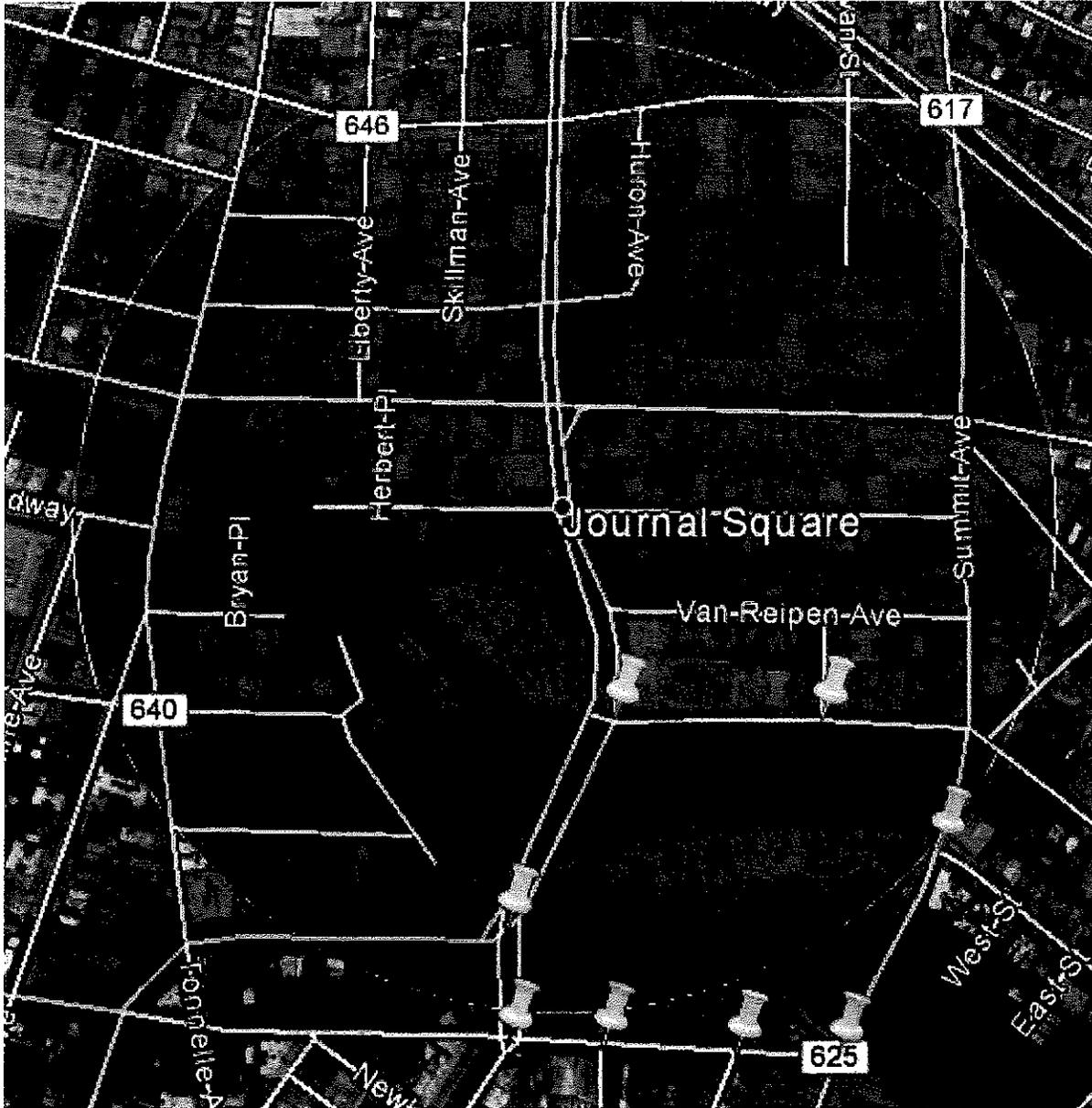
**TV-2015-Journal Square Intersection Improvem-00005**  
**Location Map**



**TV-2015-Journal Square Intersection Improvem-00005**  
**1/2 Mile Radius Map**

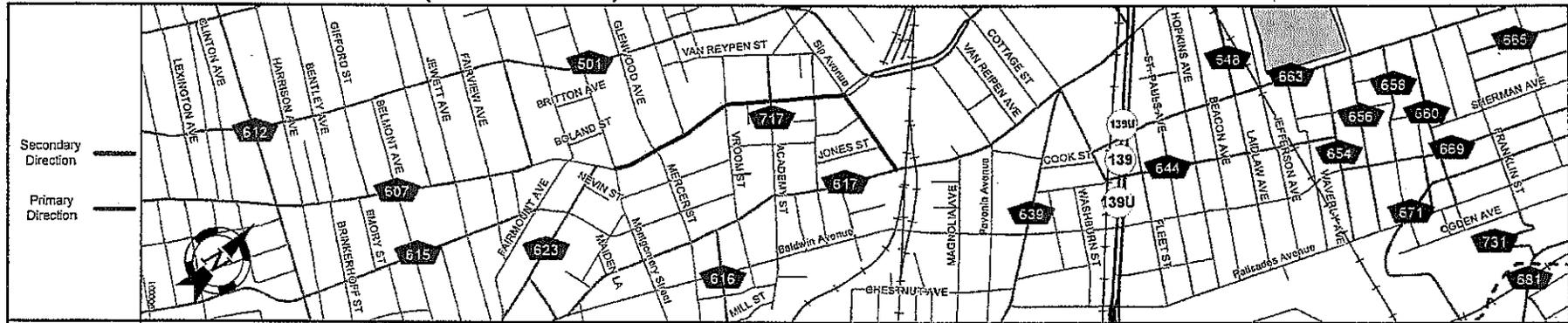


**TV-2015-Journal Square Intersection Improvem-00005**  
**1/4 Mile Radius Map**

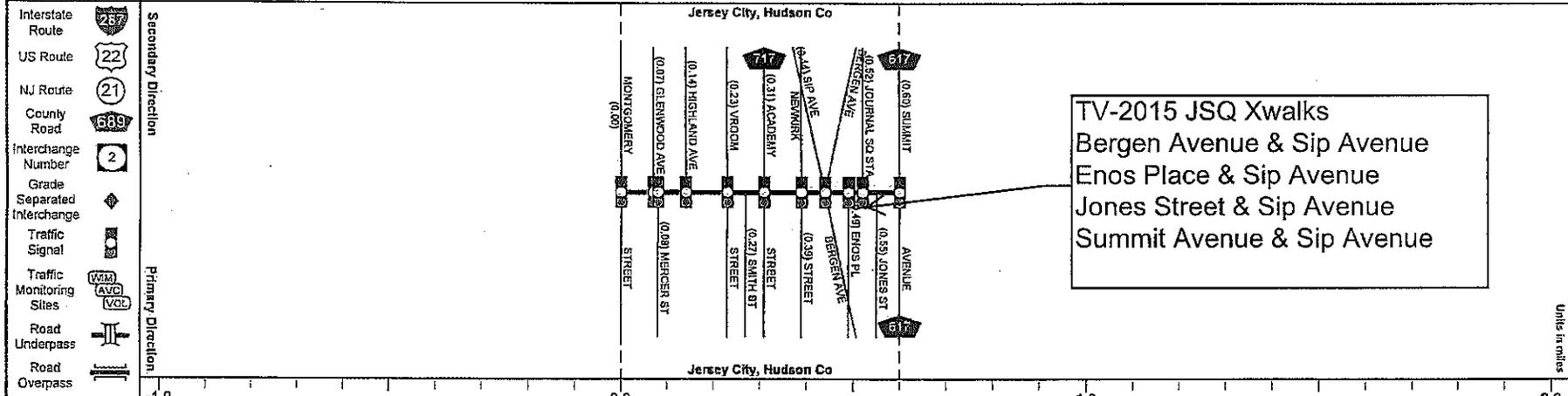


HUDSON COUNTY 625 (South to North)

Mile Posts: 0.000 - 0.600



Pavement	
Shoulder	
Number of Lanes	
Speed Limit	
Street Name	



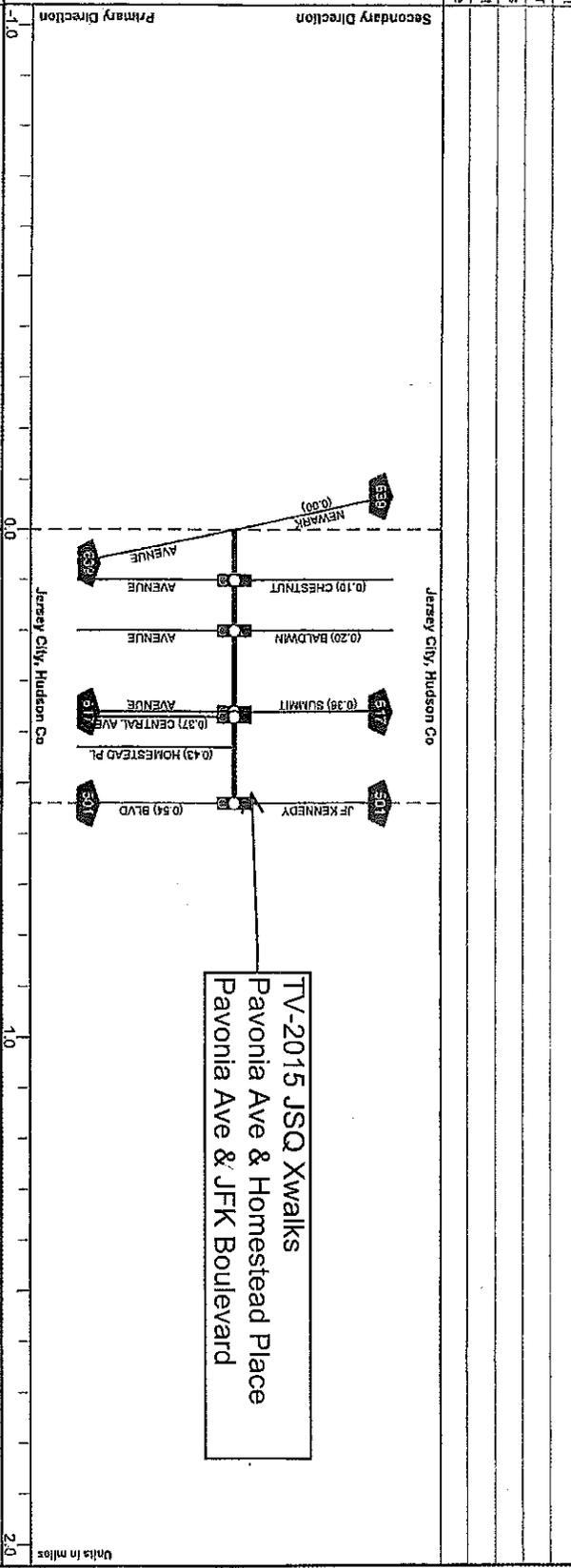
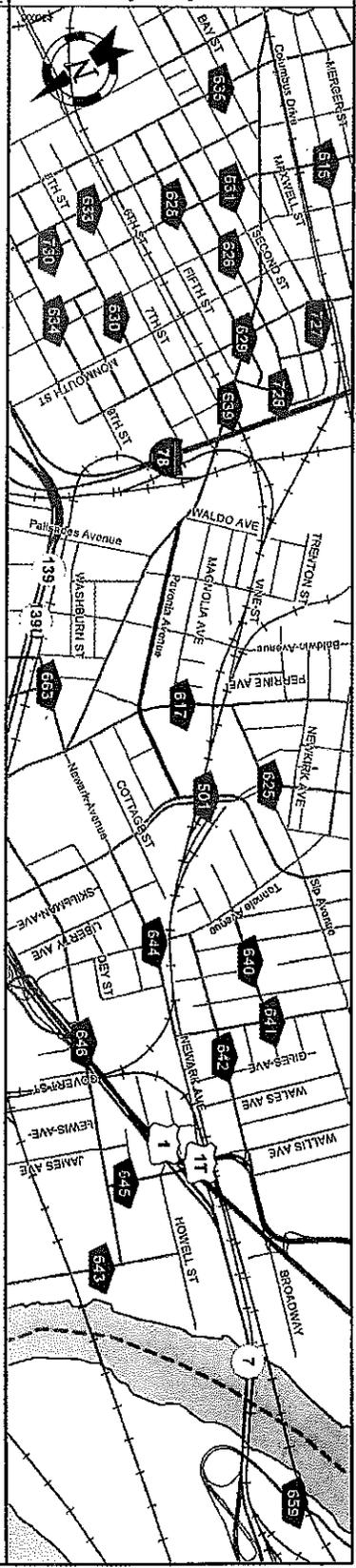
Street Name	Bergen Avenue	Sip Avenue
Jurisdiction	Municipal	
Functional Class	Urban Minor Arterial	
Federal Aid - NHS Sy	STP	IM - Transit Term.
Control Section		
Speed Limit	25	
Number of Lanes	4	
Med. Type	None	
Med. Width	0	
Pavement	60	
Shoulder	0	
Traffic Volume		
Traffic Sta. ID		
Structure No.		
Enlarged Views		

SRI = 0900625

Date last inventoried: August 2000

**PAYONIA AVE (South to North)**

**Mile Posts: 0.000 - 0.540**



**TV-2015 JSQ Xwalks  
Pavonia Ave & Homestead Place  
Pavonia Ave & JFK Boulevard**

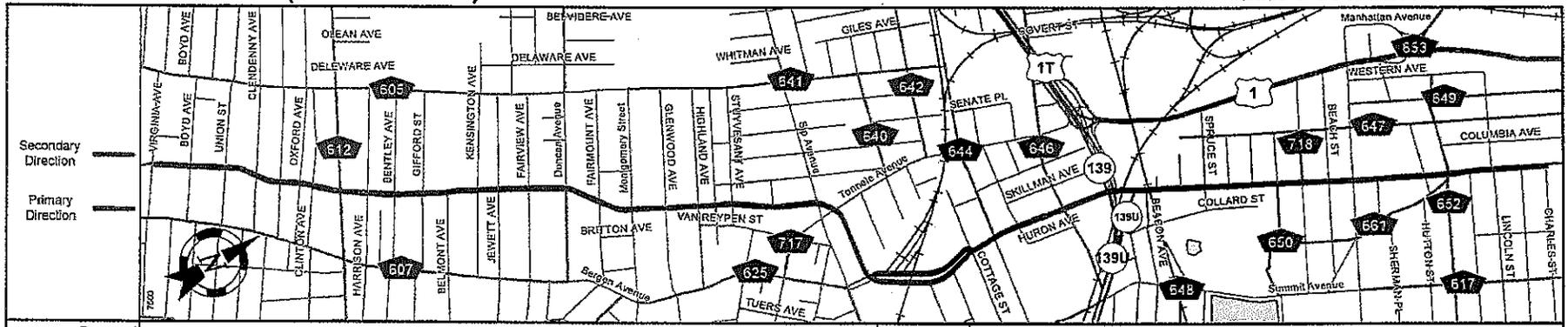
Interstate Route	227
US Route	221
NJ Route	21
County Road	889
Interchange Number	3
Grade	Separated
Interchange	Traffic Signal
Traffic Signal	Traffic Monitoring Sites
Road	Road Underpass
Road	Road Overpass
Street Name	Pavonia Avenue
Jurisdiction	Municipal
Functional Class	Urban Collector
Federal Aid - NH&S Sys	STP
Control Section	
Speed Limit	25
Number of Lanes	2
Med. Type	None
Med. Width	0
Pavement	
Shoulder	29
Traffic Volume	0
Traffic Sta. ID	MP=0.54
Structure No.	
Enlarged Views	

SRI = 09061565

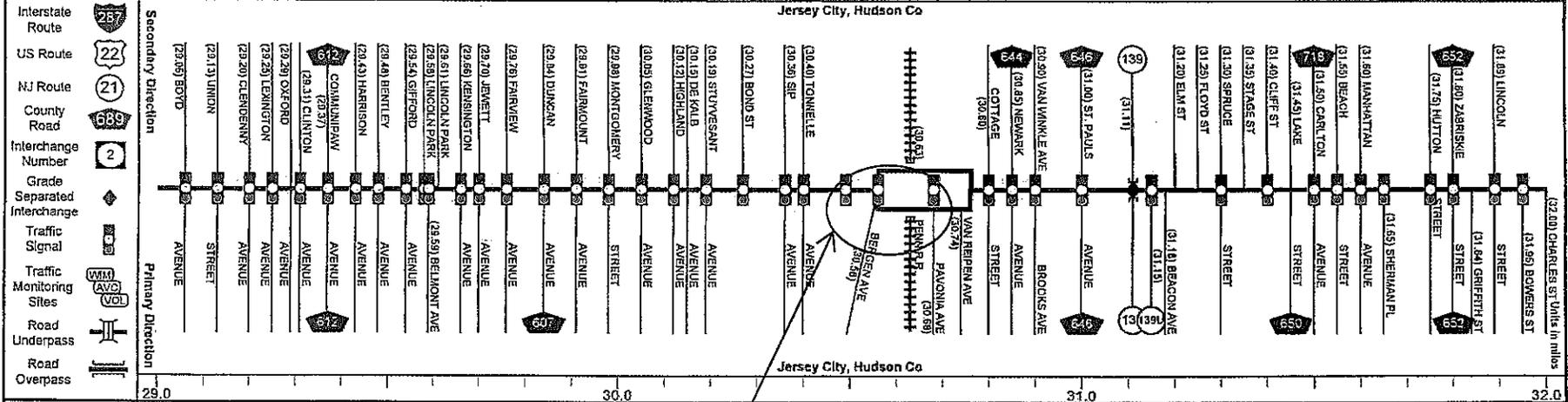
Date last inventoried: August 2000

ROUTE 501 (South to North)

Mile Posts: 29.000 - 32.000



Pavement	48
Shoulder	0
Number of Lanes	4
Speed Limit	25
Street Name	Hudson Boulevard   JFK Boulevard



TV-2015 JSQ Xwalks  
 Bergen Ave & JFK Boulevard  
 Pavonia Ave & JFK Boulevard

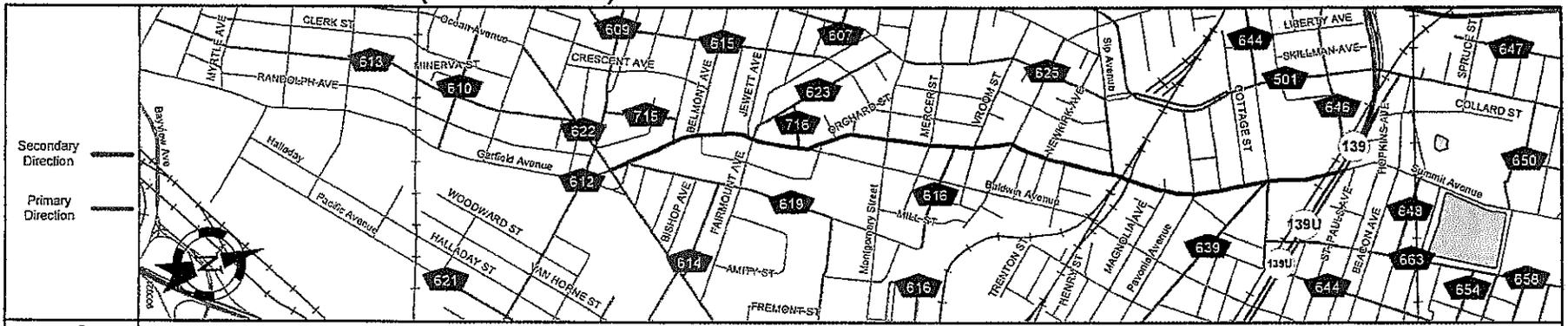
Street Name	Hudson Boulevard	JFK Boulevard
Jurisdiction	County	County
Functional Class	Principal	Urban Principal Arterial
Federal Aid - NHS Sy	NHS	NHS
Control Section		
Speed Limit	25	25
Number of Lanes	4	3 + 5 + 4
Med. Type	None	Curbed
Med. Width	0	VAR
Pavement	60	30
Shoulder		0
Traffic Volume	23,515 (2009)	
Traffic Sta. ID	3-4-405	
Structure No.		N/A
Enlarged Views		N/A

SRI = 00000501

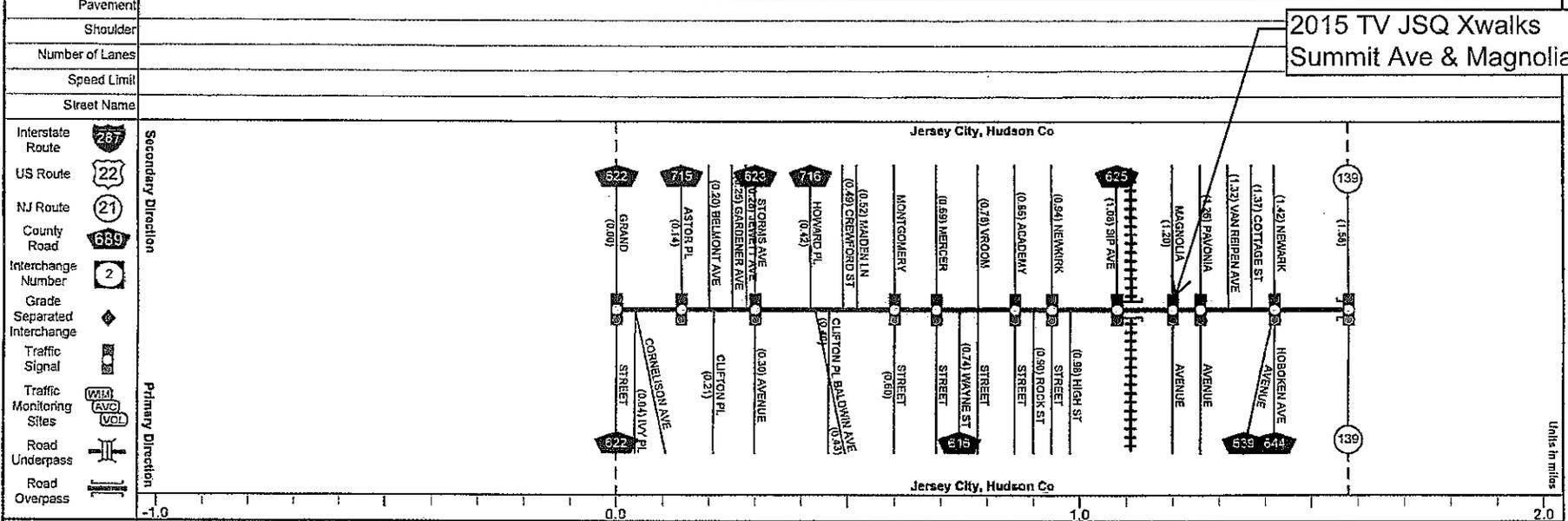
Date last inventoried: September 2006

# HUDSON COUNTY 617 (South to North)

Mile Posts: 0.000 - 1.580



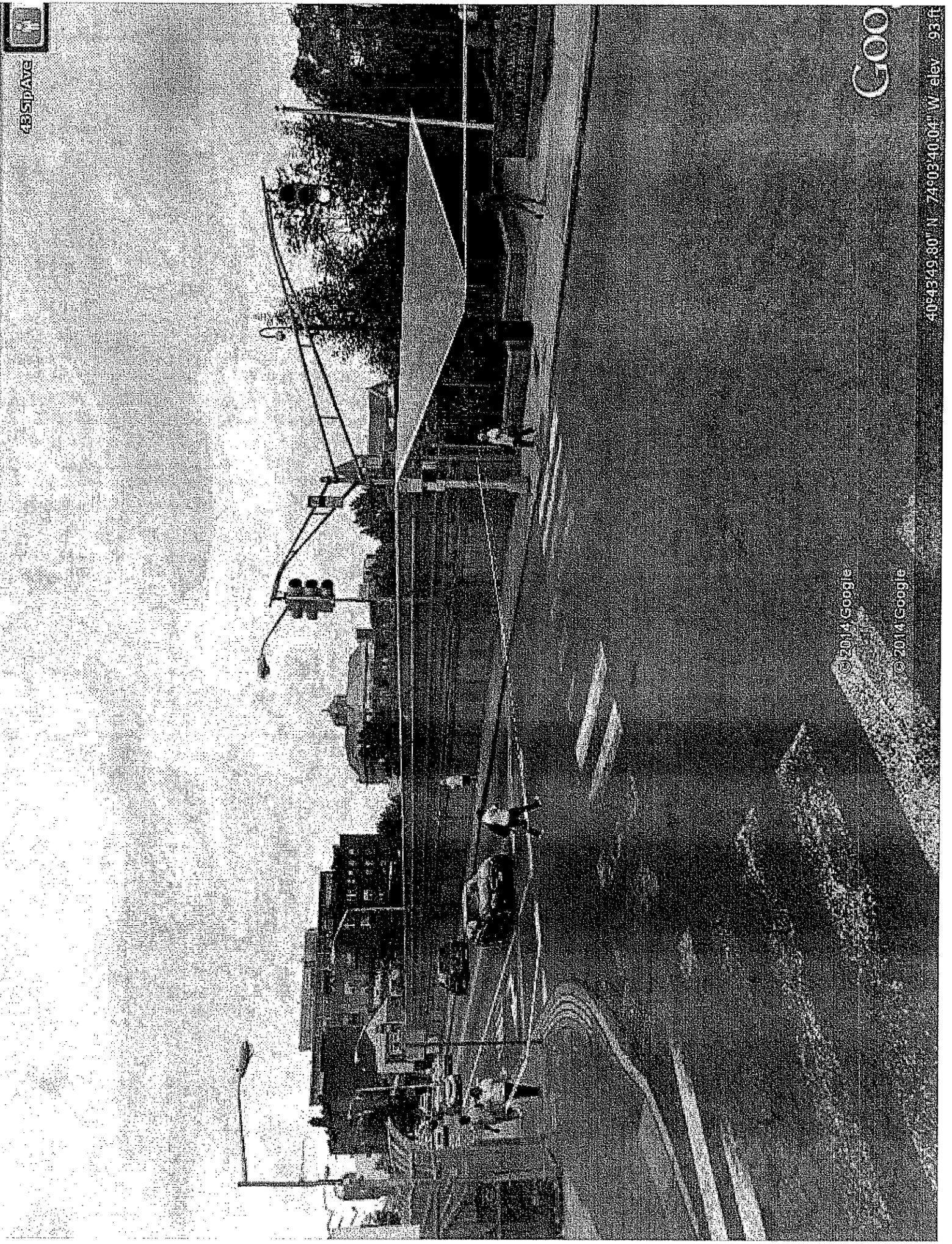
2015 TV JSQ Xwalks  
Summit Ave & Magnolia



Street Name	Summit Avenue	
Jurisdiction	Municipal	
Functional Class	Urban Minor Arterial	
Federal Aid - NHS Sys	STP	IM - Transit Term.
Control Section		
Speed Limit	25	
Number of Lanes	2	
Med. Type	None	
Med. Width	0	
Pavement	29	45
Shoulder	0	
Traffic Volume		15,284 (2008)
Traffic Sta. ID		3NSH725
Structure No.		
Enlarged Views		

SRI = 09000617\_\_

Date last inventoried: August 2000



48 ST PAVE

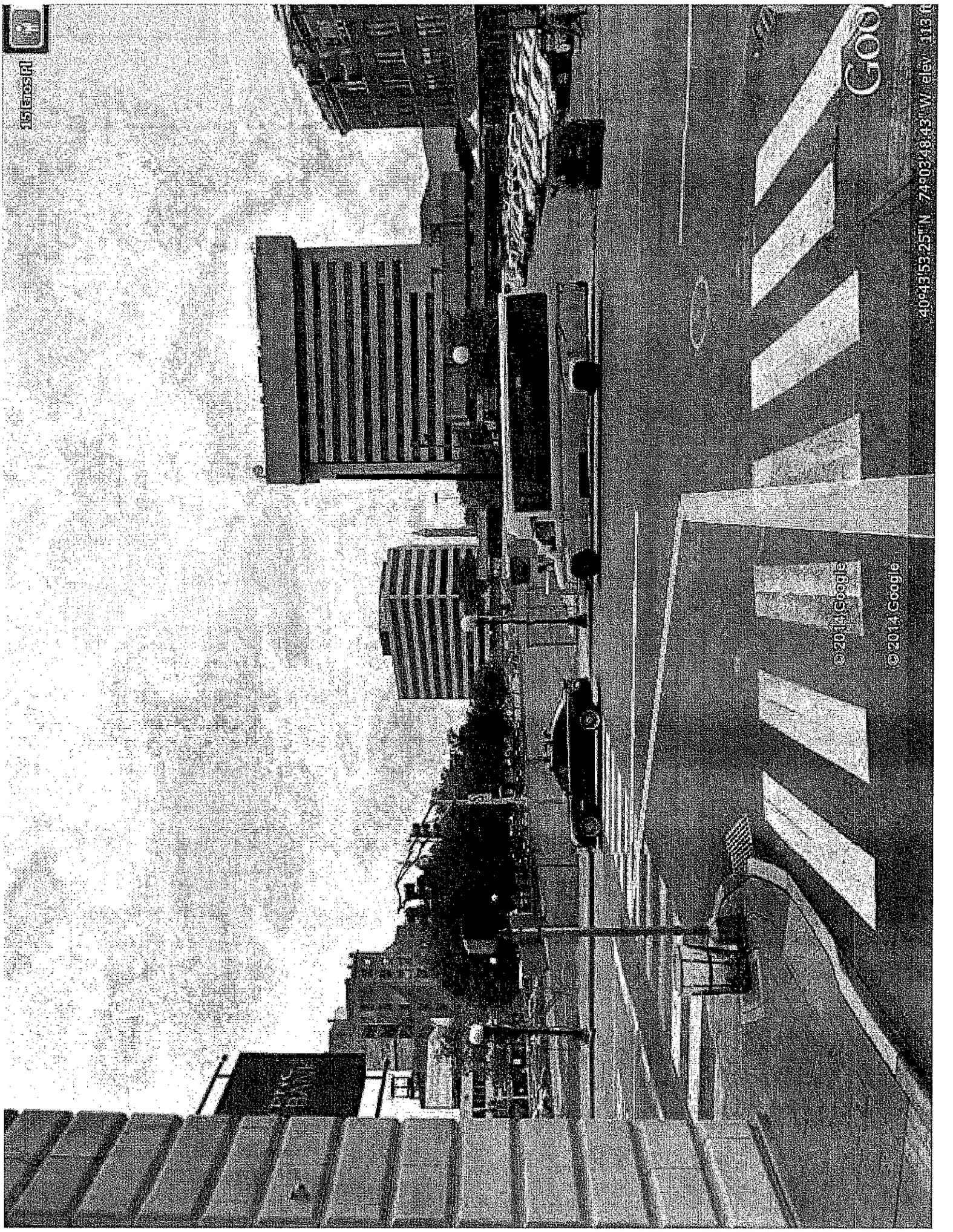


© 2014 Google

© 2014 Google

GOO

40°43'49.80" N 74°03'40.04" W elev 93 ft



15180511

©2014 Google

©2014 Google

Google

40°45'52.25"N 74°02'48.43"W elev: 113 ft

Street View mode!



Use keyboard to move around, or click an area to go there. Scroll-  
click (or previous) image.

2875 John F Kennedy Blvd W



© 2014 Google

© 2014 Google

Go

40°43'54.12" N 74°03'51.14" W elev. 84 ft

## Decorative Crosswalks

ITEM	DESCRIPTION	UNIT	contract Qty	UNIT PRICE	Cost
1	CELLULAR PHONE SERVICE	LS		\$2,500.00	\$0.00
2	SAW CUTTING	LF		\$2.25	\$0.00
3	MILLING, 2" AVERAGE DEPTH	SY		\$3.00	\$0.00
4	BITUMINOUS CONCRETE PATCH	TON		\$80.00	\$0.00
5	HMA PAVEMENT REPAIR PRIOR TO OVERLAY	TON		\$81.00	\$0.00
6	HMA, BASE COURSE, MIX I-2	TON		\$85.00	\$0.00
7	HMA SURFACE COURSE, MIX I-5 HD	TON		\$85.50	\$0.00
8	CATCH BASIN TYPE B	UNIT		\$3,917.00	\$0.00
9	CATCH BASIN TYPE E	UNIT		\$3,962.00	\$0.00
10	RECONSTRUCTED CB,TYPE B,USING EXISTING CASTING	UNIT		\$1,104.00	\$0.00
11	CATCH BASIN CASTING, TYPE A	UNIT		\$1,000.00	\$0.00
12	CATCH BASIN CASTING, TYPE B	UNIT		\$1,100.00	\$0.00
13	CATCH BASIN CASTING,TYPE B W/DRIVEWAY ACCESS BACK PLATE	UNIT		\$1,644.00	\$0.00
14	CAST IRON CURB PIECE, TYPE N 6" HIGH	UNIT		\$310.00	\$0.00
15	CAST IRON CURB PIECE, TYPE N 4" HIGH	UNIT		\$300.50	\$0.00
16	BICYCLE SAFE GRATE, 213/4" X 47 3/4"	UNIT		\$310.00	\$0.00
17	BICYCLE SAFE GRATE, 30" X 47 3/4"	UNIT		\$434.00	\$0.00
18	RESET CASTINGS	UNIT		\$374.00	\$0.00
19	MANHOLE CASTING, CAT NO:1007D	UNIT		\$625.00	\$0.00
20	MANHOLE CASTING, CAT NO:1012C WITH 4428 COVER	UNIT		\$1,460.00	\$0.00
21	RELOCATE JUNCTION BOX	UNIT		\$2,200.00	\$0.00
22	RESET JUNCTION BOX CASTING	UNIT		\$410.00	\$0.00
23	FOUNDATION, TYPE SPF	UNIT		\$1,200.00	\$0.00
24	3" CUG CONDUIT	LF		\$62.00	\$0.00
25	PEDESTRIAN SIGNAL STANDARD	UNIT		\$1,000.00	\$0.00
26	PEDESTRIAN SIGNAL HEAD	UNIT		\$800.00	\$0.00
27	PUSH BUTTON ASSEMBLY	UNIT		\$400.00	\$0.00
28	TRAFFIC SIGNAL CABLE 2 CONDUCTOR	LF		\$4.00	\$0.00
29	TRAFFIC SIGNAL CABLE 5 CONDUCTOR	LF		\$5.00	\$0.00
30	9" X 20" CONCRETE VERTICAL CURB	LF		\$29.60	\$0.00
32	CONCRETE SIDEWALK, 4" THICK	SY		\$54.10	\$0.00
34	E B Crosswalk	SF	6,000	\$16.00	\$96,000.00
35	Remove Existing traffic strips	SF	2,000	\$2.50	\$5,000.00
36	CAST IN PLACE DETECTABLE WARNING SURFACE	SY		\$280.00	\$0.00
37	BREAKAWAY BARRICADES	UNIT	15	\$0.01	\$0.15
38	DRUMS	UNIT	12	\$0.01	\$0.12
39	TRAFFIC CONES	UNIT	25	\$0.01	\$0.25
40	CONSTRUCTION SIGNS	SF	100	\$0.01	\$1.00
41	TEMPORARY PAVEMENT MARKERS	UNIT		\$3.50	\$0.00
42	TRAFFIC DIRECTORS, J.C. POLICE	HOUR	200	\$40.00	\$8,000.00
43	TEMPORARY DBL YELLOW STRIPS	LF		\$0.25	\$0.00
44	TRAFFIC STRIPES, LL, THERMOPLASTIC	LF	3,000	\$0.65	\$1,950.00
45	TRAFFIC MARKINGS, SYMBOLS, LL,THERMOPLASTIC	SF		\$5.50	\$0.00
46	REGULATORY AND WARNING SIGNS ON NEW U-POST	SF	250	\$42.00	\$10,500.00
47	RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX)	UNIT		\$275.00	\$0.00
48	NEW WATER VALVE BOX	UNIT		\$610.00	\$0.00
49	VIDEO DETECTORS	UNIT		\$4,000.00	\$0.00
50	DRIVEWAY MARKINGS ( No Parking )	UNIT		\$38.00	\$0.00
					<b>\$121,451.52</b>



# State of New Jersey

AUG 14 2014

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

JOSEPH D. BERTONI  
*Acting Commissioner*

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

August 11, 2014

Dear Mayor/Freeholder Director/County Executive:

I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation's (NJDOT) FY 2015 State Aid programs. The Commissioner of Transportation and I are committed to maintaining and improving New Jersey's local transportation infrastructure by providing financial assistance to counties and municipalities for traditional and non-traditional transportation initiatives.

The following is a brief description of each program:

- **Municipal Aid** - This program has been a significant resource for municipalities in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities. NJDOT has set a goal to award up to 10 percent of the Municipal Aid Program funds to projects such as pedestrian safety improvements, bikeways and streetscapes.
- **Transit Village** - This program will award grants for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within 1/2 mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at <http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>.
- **Bikeways** - This program is intended to fund bicycle projects. It is available to all counties and municipalities. The Department continues to work toward the goal of achieving 2,000 miles of dedicated bikeways in New Jersey. Special consideration will be given to bikeways that are physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.
- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities in order to promote increased usage of transit by all segments of the population.

All projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA). ADA guidance, program descriptions and application guidance materials can be found on the NJDOT website at:

<http://www.state.nj.us/transportation/business/localaid/stateaid.shtm>

If you choose to apply, please consider the following in your applications. NJDOT requires grant projects to be delivered to construction award within twenty-four months of grant agreement execution. Please provide background information in the application to support your project's construction readiness. This information will be a factor in our rating of applications.

I encourage you to submit applications for these Local Aid programs. Each program application will be evaluated independently, affording counties and municipalities the opportunity to receive funding in more than one category.

The enclosed map provides contact information for each Local Aid District Office. Please keep in mind that a separate application for each project must be completed and submitted on or before October 14, 2014 on-line through SAGE at:

<https://enterprisegrantapps.state.nj.us/NJSAGE/>

We recommend that you consult with your Local Aid District Office to assist in preparing applications for funding. Thank you for your continued interest and support of NJDOT and best wishes for success with your project applications.

Sincerely,



Chris Christie  
Governor

Enclosure

c Municipal Clerk  
Municipal Engineer  
County Engineer



# New Jersey Department of Transportation Local Aid and Economic Development

## District 1

Roxbury Corporate Center  
200 Stierli Court  
Mount Arlington, NJ 07856  
973.601.6700  
FAX: 973.601.6709

## District 2

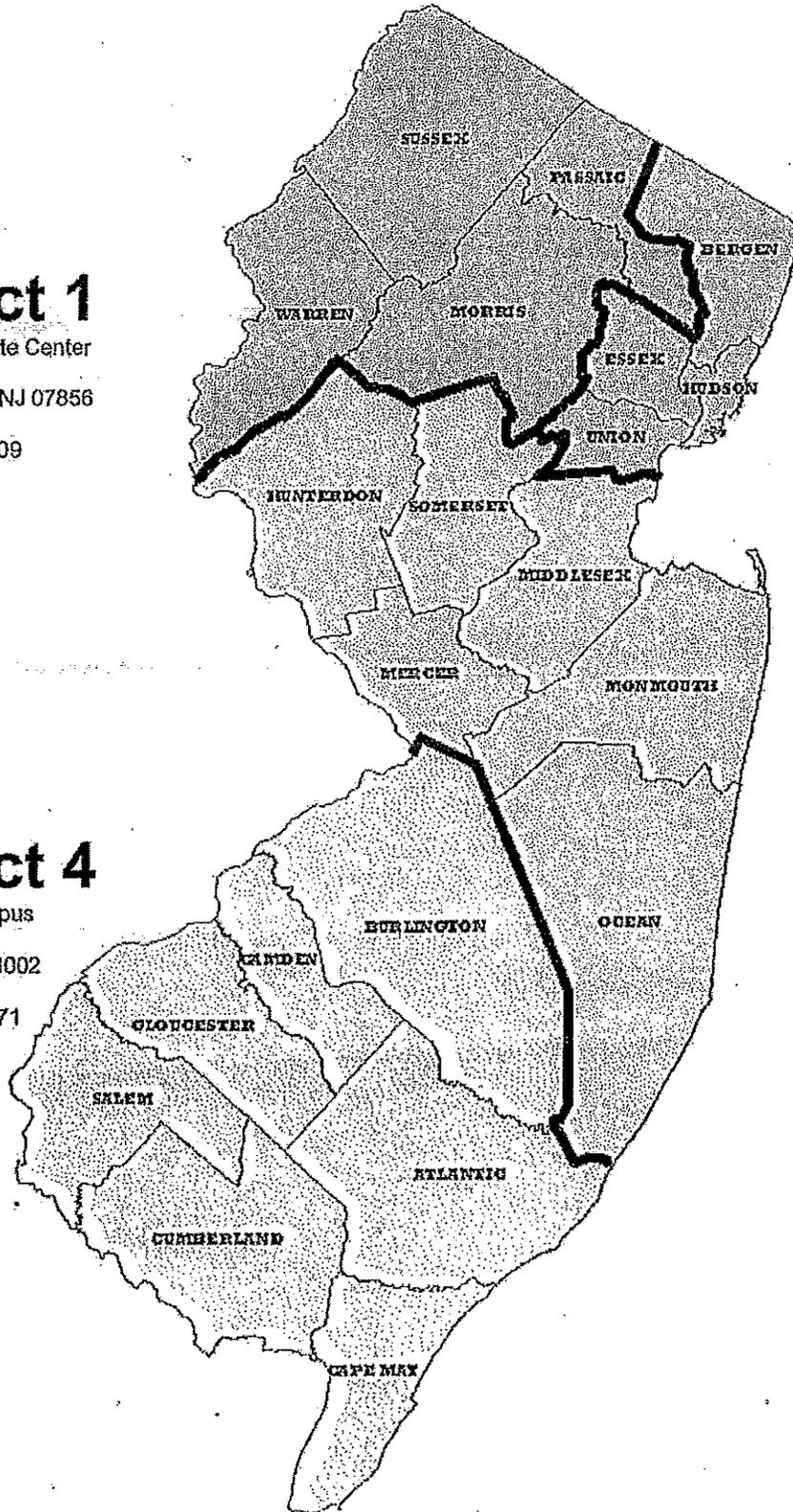
153 Halsey Street, 5th Floor  
Newark, NJ 07102  
973.877.1500  
FAX: 973.648-4547

## District 3

1035 Parkway Ave  
Trenton, NJ 08625  
732.625.4290  
FAX: 732.625.4292

## District 4

1 Executive Campus  
Route 70 West  
Cherry Hill, NJ 08002  
856.486.6618  
FAX: 856.486.6771

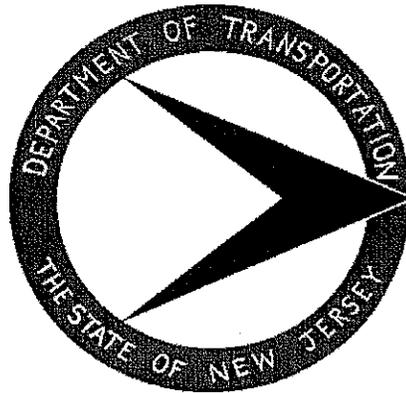


**New Jersey Department of Transportation**

**Division of Local Aid and  
Economic Development**

**Transit Village Grant Program Handbook**

**Application Process and Selection Criteria**



January, 2010

**Chris Christie**  
*Governor*

**James S. Simpson**  
*Commissioner*

## **Introduction**

The Division of Local Aid and Economic Development's Transit Village Grant program will award grants for non-traditional transportation-related projects to New Jersey municipalities designated as Transit Villages. These are municipalities which have made a commitment to grow in the area surrounding a transit facility. The facility can service commuter rail, bus, ferry, or light rail. Growth in areas where infrastructure is already in place and where multi-modal transportation options are readily available helps to advance vital goals of the State of New Jersey such as reduced auto-dependency and cleaner air and water.

Eligible municipalities may submit one application per funding cycle.

The size of the grants, and the number of grants given, will vary from year to year.

## **Who is Eligible**

Any municipality which has received the Transit Village designation from the Commissioner of Transportation is eligible to apply to this program. The Commissioner may continue to make designations from time to time.

No municipality can apply for the Transit Village funding program prior to being formally designated as such.

## **Types of Eligible Projects**

A half-mile radius circle around a transit facility defines the transit village area. Municipalities should submit for consideration projects which are located at least partially within a half-mile of the transit facility. The types of projects eligible for funding under this program include, but are not limited to, construction of:

- ❖ Bicycle/pedestrian paths and lanes
- ❖ Bike route signs
- ❖ Bicycle parking and storage
- ❖ Way-finding signage
- ❖ Improvements to transit stations
- ❖ Rehabilitation of historic train stations
- ❖ Information kiosks with transit info
- ❖ Construction of a modern roundabout
- ❖ Traffic Flow Improvement/Signal Synchronization
- ❖ Traffic calming measures

## **Ineligible Projects & Activities**

- ❖ Projects located more than ½ mile from a transit facility.
- ❖ Projects unrelated to transportation.
- ❖ Roadway projects eligible under the New Jersey Department of Transportation's

State Aid Programs to Counties and Municipalities such as resurfacing, rehabilitation or reconstruction, and signalization

- ❖ Right-of-way purchases associated with any project.
- ❖ Operating costs associated with any project.
- ❖ Planning

### **Allowable Costs**

- ❖ Construction
- ❖ Preliminary and final design for municipalities eligible for Urban Aid or Depressed Rural Centers according to the Transportation Trust Fund Authority Act

### **Application Guidelines**

Municipalities will use the SAGE system for submitting projects, as is done for Municipal Aid, Local Bikeways, Safe Routes to School, and other grant programs administered by the State of New Jersey. The major components of the application are the Scope of Work and the Data Sheet. The Scope of Work must include a narrative explaining how the project will meet each of the individual selection criteria described below. Applicants must include maps and are encouraged to enclose photographs in order to depict what will be achieved. Answers to questions asked in the on-line SAGE application, and supporting documentation supplied by the applicant shall form part of the basis upon which the applications are scored. Applicants should answer all questions to the best of their ability; if a question is not answered or required supporting documentation is not supplied applicant will not receive points.

If a project is site-specific rather than linear in nature (because, for instance, it involves work just at the transit facility), the applicant should enter 0 (zero) for "Project Distance (Miles)."

### **Project Selection Criteria**

Projects are evaluated and scored based upon the following criteria:

- ❖ Proximity to a transit facility. Projects which are located within ¼ mile of a transit facility will be rated higher than those which are not.
- ❖ Projects which improve pedestrian connections to a transit facility or within the transit village.
- ❖ Projects which improve bicycle access to transit, or within the transit village, particularly through bike paths<sup>1</sup> and bike lanes<sup>2</sup>, though projects providing bike racks, bike lockers, or bicycle-safe grates are also encouraged.
- ❖ Letters of Support. Letters of support must be addressed to the applicant. In order to be eligible, letters must be dated no earlier than January 1 of the calendar

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<sup>1</sup> Bicycling facilities which are physically separated from motor vehicle traffic by an open space or a barrier.

<sup>2</sup> A portion of a roadway that has been designated by striping, signing and pavement markings for the preferential or exclusive use of bicyclists.

year prior to the current. Letters from the Mayor, Council, or other elected or appointed officials of the applicant municipality are not eligible letters of support. Eligible letters may be from community organizations, citizens, levels of government and elected officials other than those of the applicant municipality, and any and all interested parties.

- ❖ Projects which are continuations of previously funded projects or studies (a “Phase 2”, for example). Previous funding may have come from any New Jersey Department of Transportation program. Applicant must supply the name of the previously funded project or study.
- ❖ Reasonable assurance that a project will be ready for construction within 18 months from the time a grant is awarded, i.e., that all permits and approvals will have been obtained, and that rights of way and utility relocations needs will be met.
- ❖ Timely award and closeout of any previously awarded grant in any Local Aid program will be considered in allocating the Transit Village funds.
- ❖ Projects that enhance the user’s experience of a transit facility by making it safer, more pleasant, or more rewarding, such as seating, heating, air conditioning, services, information, parking, or others.
- ❖ The Department is particularly interested in funding unique projects which reflect an unusual or fresh approach to promoting alternative modes of transportation.
- ❖ In order to encourage applications from newly-designated Transit Villages, municipalities which have never received a Transit Village program grant shall receive additional consideration. This applies to previously-designated Transit Villages as well.

## **Design Guidelines**

For bicycle facilities, applicants must use the “New Jersey Department of Transportation Bicycle Compatible Roadways Planning and Design Guidelines” and the “AASHTO 1999 Guide for the Development of Bicycle Facilities” (or its successor). All other transportation-related facilities must meet minimum AASHTO standards and the “Manual of Uniform Traffic control Devices” (MUTCD).

The Department of Transportation requires the use of professionals licensed by the State of New Jersey in the planning and design of the projects. Qualified historic architects or archaeologists should assess projects involving historic resources.

## **Project Selection Process**

Applications will be evaluated and given priority ranking by the Transit Village Grant Program Selection Committee. Upon evaluation of all applications by the Selection Committee, a list of recommended projects is forwarded to the Commissioner of Transportation for consideration and approval. The selection committee will be made up of representatives of NJDOT, and may include representatives of New Jersey Transit and the New Jersey Department of Community Affairs. Project sponsors will be notified of the outcome by mail. A kick-off meeting for successful applicants will be scheduled by

Local Aid district staff to review the project and NJDOT's requirements. Project sponsors are expected to award the contract within eighteen months from the date of execution of the agreement.

## **Program Administration**

Successful Transit Village Grant Program sponsors must comply with the rules and procedures for administering contracts as contained in N.J.A.C. 16:20B and the "Handbook for State Aid" found on the NJDOT Local Aid and Economic Development website. The rules provide the requirements for preparing plans and specifications, contract administration, contract completion and payment, and audit requirements.

## **Contact Persons**

All applications for funding must be sent to the appropriate Division of Local Aid and Economic Development District Office. For questions concerning all aspects of the program, please contact the appropriate District Manager listed below:

### **District 1**

Roxbury Corporate Center  
200 Stierli Court  
Mount Arlington, NJ 07856  
Phone: (973) 770-5070/5068  
Fax: (973) 770-5172  
Morris, Passaic,  
Sussex, and Warren

### **District 2**

153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: (973) 877-1500  
Fax: (973) 877-1556  
Bergen, Essex, Hudson,  
and Union

### **District 3**

100 Daniels Way  
Freehold, NJ 07728  
Phone: (732) 625-4290  
Fax (732) 625-4292  
Hunterdon, Middlesex, Monmouth,  
Ocean, and Somerset

### **District 4**

1 Executive Campus  
Route 70 West, 3<sup>rd</sup> Floor  
Cherry Hill, NJ 08002  
Phone: (856) 486-6618  
Fax (856) 486-6771  
Atlantic, Burlington,  
Camden, Cape May,  
Cumberland, Gloucester,  
Mercer, and Salem

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

City Clerk File No. Res. 14.667

Agenda No. 10.W

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO  
APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF  
LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC  
SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT  
DRIVING WHILE INTOXICATED**

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

**Offered and moved adoption**

**WHEREAS**, Driving while intoxicated creates many dangers to motorists and pedestrians of the City of Jersey City; and

**WHEREAS**, the New Jersey Department of Law and Public Safety has recognized this danger and would like to invite the Jersey City Police Department to apply for funds under the **2014 Drunk Driving Enforcement Fund (DDEF)** in the amount of **\$13,386.09**; and

**WHEREAS**, the Drunk Driving Enforcement Fund administers funds to Municipalities to combat Driving While Intoxicated; and

**WHEREAS**, the City of Jersey City desires to combat D.W.I. and has established a Driving While Intoxicated Program; and

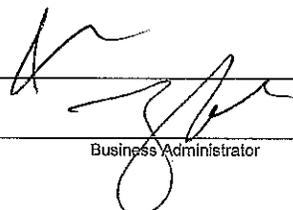
**WHEREAS**, the Division of Highway Traffic Safety will award the Jersey City Police Department a total of **\$13,386.09** upon completion of this grant application; and

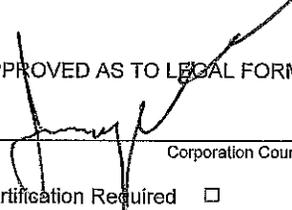
**WHEREAS**, the funds will be used to provide law enforcement overtime patrols to combat Driving While Intoxicated; implementing both roving patrols and D.W.I. checkpoints; and

**WHEREAS**, the Jersey City Police Department would like to apply for the **\$13,386.09** grant from the Division of Highway Traffic Safety's **2014 Drunk Driving Enforcement Fund**.

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

1. The City of Jersey City is authorized to submit an application to the New Jersey Law and Public Safety for the 2014 Drunk Driving Enforcement Fund; and
2. The funds will be used for overtime patrols to combat and deter drunk driving.

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

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

Certification Required   
 Not Required

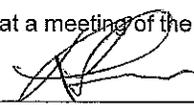
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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 - 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 CITY OF JERSEY CITY TO  
APPLY FOR FUNDS FROM THE NEW JERSEY DEPARTMENT OF  
LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC  
SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT  
DRIVING WHILE INTOXICATED**

**Project Manager**

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njcps.org

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

**Contract Purpose**

The Jersey City Police Department will apply for the **FY 2014 Drunk Driving Enforcement Fund** for the amount of \$13,386.09. These funds will be used to combat drunk driving for Officers to conduct Sobriety Checkpoints and DWI Roving Patrols. Overtime salaries will be covered at 100% by DDEF funds for these specialized enforcement activities.

**Cost (Identify all sources and amounts)**

Grant Funds

**Contract term (include all proposed renewals)**

Upon receipt of funds until December 31, 2015

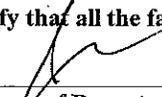
Type of award

If "Other Exception", enter type

**Additional Information**

Not Applicable

I certify that all the facts presented herein are accurate.

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

9/25/2014  
\_\_\_\_\_  
Date

\*Alphabetical Listing

		Unclaimed Funding	Current Funding	Total Funds Available
HOLLAND TWP.	HUN	\$500.59		\$500.59
HOLMDEL TWP	MON	\$6,932.80	\$7,374.75	\$14,307.55
HOPATCONG BORO	SUSS		\$7,174.24	\$7,174.24
HOPEWELL TWP (Incl. Hopewell Boro)	MER		\$4,808.57	\$4,808.57
HOWELL TWP	MON	\$18,033.36	\$14,874.38	\$32,907.74
HUDSON COUNTY PARKS	HUD	\$431.95		\$431.95
HUDSON COUNTY SHERIFF	HUD	\$21,754.06	\$4,376.12	\$26,130.18
INDEPENDENCE TOWN	WARR		\$2,344.82	\$2,344.82
INTERLAKEN BORO	MON	\$2,507.21		\$2,507.21
IRVINGTON TOWN	ESS		\$1,719.41	\$1,719.41
ISLAND HEIGHTS BORO	OCE		\$507.36	\$507.36
JACKSON TWP	OCE		\$9,787.09	\$9,787.09
JAMESBURG BORO	MID	\$10,986.15	\$2,636.14	\$13,622.29
JEFFERSON TWP	MOR		\$5,865.92	\$5,865.92
JERSEY CITY	HUD		\$13,386.09	\$13,386.09
KEAN UNIVERSITY	UNI		\$551.32	\$551.32
KEANSBURG BORO	MON		\$1,217.71	\$1,217.71
KEARNY TOWN	HUD	\$40,622.20	\$9,904.24	\$50,526.44
KENILWORTH BORO	UNI		\$2,729.86	\$2,729.86
KEYPORT BORO	MON	\$1,896.99	\$447.13	\$2,344.12
KINNELON BORO	MOR		\$909.23	\$909.23
LACEY TWP	OCE		\$13,166.12	\$13,166.12
LAKE COMO (Form. South Belmar Boro)	MON	\$7,468.14	\$1,351.52	\$8,819.66
LAKEHURST BORO	OCE		\$4,396.91	\$4,396.91
LAKEWOOD TWP	OCE	\$38,787.95	\$14,008.18	\$52,796.13
LAMBERTVILLE CITY	HUN		\$6,974.78	\$6,974.78
LAUREL SPRINGS BORO	CAM	\$11,345.41	\$712.95	\$12,058.36
LAVALETTE BORO	OCE		\$1,250.18	\$1,250.18
LAWNSIDE BORO	CAM	\$2,397.95	\$581.84	\$2,979.79
LAWRENCE TWP	MER		\$6,611.14	\$6,611.14
LEBANON TWP	HUN		\$670.61	\$670.61
LEONIA BORO	BERG		\$6,044.97	\$6,044.97
LINCOLN PARK BORO	MOR		\$3,384.18	\$3,384.18
LINDEN CITY	UNI		\$13,501.19	\$13,501.19
LINDENWOLD BORO	CAM		\$2,266.06	\$2,266.06
LINWOOD CITY	ATL		\$1,669.45	\$1,669.45
LITTLE EGG HARBOR TWP	OCE	\$12,817.33	\$1,765.93	\$14,583.26
LITTLE FALLS TWP	PASS	\$8,095.31	\$8,566.21	\$16,661.52
LITTLE FERRY BORO (Plus 1/2 of Teterboro)	BERG		\$173.15	\$173.15
LITTLE SILVER BORO	MON	\$4,795.39	\$3,010.62	\$7,806.01
LIVINGSTON TWP	ESS	\$9,131.27	\$1,628.38	\$10,759.65
LODI BORO	BERG	\$3,353.19	\$3,289.18	\$6,642.37
LOGAN TWP	GLOU		\$3,588.22	\$3,588.22
LONG BEACH TWP (Incl. Barnegat Light Boro)	OCE		\$4,358.42	\$4,358.42
LONG BRANCH CITY	MON	\$21,682.54	\$7,451.05	\$29,133.59
LONG HILLS TWP	MOR		\$1,548.15	\$1,548.15
LONGPORT BORO	ATL		\$2,782.07	\$2,782.07
LOPATCONG TWP	WARR	\$3,215.88	\$1,825.04	\$5,040.92
LOWER ALLOWAYS CREEK	SAL	\$622.83	\$853.49	\$1,476.32

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

City Clerk File No. Res. 14.668

Agenda No. 10.X

Approved: OCT 08 2014



**TITLE: RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM**

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

**WHEREAS**, the United States Department of Homeland Security (USDHS) and the New Jersey Office Of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of \$1,626,296.00 thru the FFY14 Urban Area Security Initiative (UASI grant program; and

**WHEREAS**, this funding will support the goals of maintaining the City of Jersey City's readiness and response capabilities to natural or man- made disasters or acts of terrorism; and

**WHEREAS**, the Jersey City Office of Emergency Management & Homeland Security desires to accept the funding to enhance the city's and UASI region's ability to build, maintain and sustain national preparedness capabilities; and

**NOW, THEREFORE BE IT RESOLVED** the City of Jersey city herewith accepts the award of \$ 1,626,296.00 thru the Department of Homeland Security Urban Area Security Initiative (UASI) FFY14 grant program; and

**BE IT FURTHER RESOLVED** that the sum of \$1,626,296.00 is hereby appropriated under the caption FFY14 UASI Department of Homeland Security Grant; and

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

1 Steven M. Fulop, Mayor of the City of Jersey City and/or Robert J. Kakoleski Business Administrator of The City of Jersey City are hereby authorized to execute a contract and/or grant agreement with the Department of Homeland Security and the New Jersey Office of Homeland Security And Preparedness; and

2 The Office of Emergency Management & Homeland Security and Budget is authorized to establish an account in the amount of \$1,626,296.00 for the Jersey City Office of Emergency Management & Homeland Security

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

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

APPROVED AS TO LEGAL FORM

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

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

Business Administrator

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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**

Resolution authorizing the Jersey City Office of Emergency Management & Homeland Security to accept a \$1,626,296.00 grant from the United States Department of Homeland Security(DHS) and the New Jersey Office of Homeland Security & Preparedness(OHSP) thru the Urban Area Security Initiative(UASI Grant Program

**Initiator**

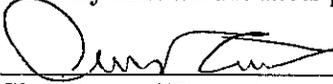
Department/Division	Office of Emergency Management	& Homeland Security
Name/Title	W. Greg Kierce, Director	
Phone/email	547-5681/wkierce@njcps.org	Cell 201 424-8625

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

**Resolution Purpose**

This grant will support and enhance the the goals of maintaining the city of Jersey City's readiness and response capabilities to natural or man-made disasters or acts of terrorism and to build, maintain and sustain national preparedness capabilities

**I certify that all the facts presented herein are accurate.**

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

9/26/14  
\_\_\_\_\_  
**Date**



CHRIS CHRISTIE  
GOVERNOR

State of New Jersey  
Office of Homeland Security and Preparedness  
PO Box 091  
TRENTON, NJ 08625-0091

CHRIS RODRIGUEZ  
DIRECTOR

KIM GUADAGNO  
LT. GOVERNOR

September 12, 2014

The Honorable Steven M. Fulop, Mayor  
City of Jersey City  
280 Grove Street  
Jersey Agency, New Jersey 07302

RE: FFY14 Urban Areas Security Initiative (UASI-Local Share)  
(CFDA #97.067, Award #EMW-2014-SS-00099-S01)

Dear Mayor Fulop:

The New Jersey Office of Homeland Security and Preparedness (OHSP) is pleased to advise you that the City of Jersey City is awarded \$1,626,296.00 from the FFY14 UASI-Local Share. The main purpose of this funding is to enhance your agency's and the UASI region's ability to build, maintain and sustain national preparedness capabilities for the below listed projects of which are outlined in the attached approved Spending Plans.

<u>Project Name</u>	<u>Amount</u>
1. Jersey City DPP (Kierce)	\$ 81,500.00
2. Jersey City NIMS/CERT Training	\$ 75,000.00
3. Jersey City Maintenance Service Contracts	\$ 50,000.00
4. Jersey City EOC	\$ 40,000.00
5. Jersey City PD – CBRNE Vessel Maintenance	\$ 50,000.00
6. Jersey City FD – CBRNE Vessel Maintenance	\$ 50,000.00
7. Jersey City Field Comm. Vehicle Maintenance	\$ 25,000.00
8. Jersey City OEM CCTV Maintenance	\$ 50,000.00
9. Jersey City Comm. Software Upgrade	\$ 900,000.00
10. Jersey City Portable Radios Police/Fire	\$ 50,000.00
11. Jersey City Mobile Radios Police/Fire	\$ 50,000.00
12. Jersey City CBRNE Det. Maintenance	\$ 4,796.00
13. Jersey City Logistics Prime Mover	\$ 100,000.00
14. Jersey City Space Lease – Emergency Equipment	\$ 100,000.00
<b>TOTAL</b>	<b>\$ 1,626,296.00</b>

These funds will be available to your agency for allowable program expenditures upon the completion of the requirements listed below:

September 12, 2014

- 1.) Return of a signed FFY14 Grant Agreement and required attachments (A through N) by October 3, 2014, to Mr. Steven Talpas, Grants Management Bureau Chief, OHSP, at the above address.
- 2.) Population of budget items in OHSP's Grant Tracking System (GTS) in accordance with the approved Spending Plan Template and Annexes. The awarding of these funds is conditioned upon your agency's full participation with the GTS. Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.

Once these requirements are satisfied, spending authority will be granted and a fully executed Grant Agreement will be returned for your records. Failure to complete these requirements within the prescribed time frames may cause this award to be rescinded and any expenditure will be ineligible for reimbursement.

The attached Grant Agreement sets forth the certifications, terms, conditions and assurances required of the agency before OHSP will authorize the agency to make program expenditures. Please review the Grant Agreement carefully. It is important that the Grant Agreement and required federal certifications are signed and returned to OHSP by October 3, 2014. It is extremely important to implement the activities in the approved Spending Plan Template and Annex in a timely manner to avoid reprogramming of any awarded funds.

**The FFY14 UASI grant program has a twenty-four (24) month period of performance (September 1, 2014 to August 31, 2016).** On or about September 1, 2015, OHSP will conduct a mid-term financial and programmatic review to determine progress in meeting stated objectives/goals and expenditure activity (at least 50% of these funds should be legally/contractually obligated). As referenced within the Grant Agreement, please note that 100% of these funds shall be legally/contractually obligated by February 2, 2016. On or about March 2, 2015, OHSP will begin the process to reprogram unobligated award dollars. Final reimbursement packages are to be completed and forwarded to OHSP by July 31, 2016. Reimbursement request packages are to be submitted to OHSP on a quarterly basis, reference Section VII, A in the attached Grant Agreement.

OHSP recognizes there may be extraordinary circumstances that necessitate an extension on a case-by-case basis. FEMA has informed us, however, that they will only approve extensions based upon compelling legal, policy or operation challenges. Therefore, it is critical to observe the above provided performance dates.

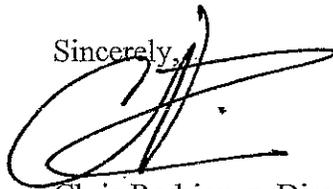
During the period of performance for this grant, any intended programmatic changes must be submitted to OHSP using the Spending Plan Template and Annex. Once the revised Spending Plan Template and Annex has been reviewed and approved, spending authority for the documented changes will be granted. All programmatic changes must be approved by the UASI Sub-Committee Chair from where the project was funded and/or the UASI Executive Committee.

The Honorable Steven M. Fulop, Mayor  
Page 3  
September 12, 2014

Your agency will be required to provide biannual strategy implementation reports (BSIR) designed to outline how this grant funding is being used to meet the goals and objectives as delineated in the state and urban areas homeland security strategies.

If you have any questions regarding this agreement please contact Steven Talpas, Grants Management Bureau Chief, at 609-584-4811. Thank you for your support as we continue working collectively to ensure the safety of our citizens.

Sincerely,



Chris Rodriguez, Director  
Office of Homeland Security and Preparedness

CR/DM:kw  
Enclosures

cc: Steven Talpas, Grants Management Bureau Chief, OHSP  
Daniel Morocco, UASI Grant Coordinator, OHSP  
Gary Furman, Grant Liaison, OHSP  
William Kelly, Fiscal Manager, OHSP  
Thomas A. DeGise, Hudson County Administrator  
Sgt. Greg Kierce, Domestic Preparedness Planner  
Nicholas Kormish, Hudson County RMP  
James Sheehan, UASI OMRI  
Battalion Chief Mike Reed, Newark City Fire Department

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

City Clerk File No. Res. 14-669

Agenda No. 10.Y

Approved: OCT 08 2014



**TITLE: A RESOLUTION ESTABLISHING HEALTHY FOOD AND BEVERAGE GOALS FOR VENDING MACHINES IN MUNICIPALLY OWNED FACILITIES AND FOR CITY-SPONSORED MEETINGS AND EVENTS**

**WHEREAS**, the City of Jersey City is committed to providing an environment that is conducive to improving the health of its employees and residents; and

**WHEREAS**, in an effort to combat childhood obesity, the City has joined First Lady Michele Obama's program, Let's Move! Cities, Towns and Counties (LMCTC) Campaign; and,

**WHEREAS**, New Jersey children between the ages of two and five have one of the highest obesity rates in the United States of America; one in three children between the ages of ten and seventeen are overweight or obese in New Jersey, and one in four adults in New Jersey are obese and therefore at risk for many chronic conditions including diabetes, heart disease, cancer, arthritis, stroke and hypertension; and,

**WHEREAS**, more children are being diagnosed with diseases linked to being overweight and obese previously seen only in adults, such as Type II Diabetes and heart disease; and

**WHEREAS**, people who regularly consume one or more sodas or sugar-sweetened beverages per day are more likely to be overweight or obese; and

**WHEREAS**, children learn bad dieting habits from their parents and other adults; and

**WHEREAS**, the City can help to break the cycle of unhealthy eating by ensuring that healthier snack foods are made available to City employees working in City-owned facilities, participants in City programs using City-owned facilities and guests visiting City-owned facilities.

**NOW THEREFORE BE IT RESOLVED** that the City of Jersey City will adopt the following goals to ensure that healthier food choices are available in City-owned facilities:

**A. VENDING MACHINES**

The City shall set the goal that at least 50% of snacks sold in vending machines on City property will meet the following specified nutrition standards based on nationally recognized and accepted guidelines by the end of 2015:

- Snacks sold in vending machines on City property should have no more than 35% of their calories from total fat (with the exclusion of nuts and seeds: snack mixes and other foods of which nuts and seeds are a part must meet the 35% standards),
- Snacks sold in vending machines on City property should have no more than 10% of their calories from saturated fat (excluding eggs and individual cheese packages),
- Snacks sold in vending machines on City property should have no more than 35% sugar by weight (excluding fruits and vegetables), and
- Snacks sold in vending machines on City property should have no more than 250 calories per serving or per portion.

**B. BEVERAGES**

The City shall set the goal that at least 50% of beverages sold in vending machines on City property should meet the following specified nutrition standards based on nationally recognized and accepted guidelines by the end of 2015:

**TITLE:**

- 50% of beverage vending machines on City property should offer drinking water without added sweeteners,
- 50% of beverage vending machines on City property should offer beverages that contain at least 50% fruit and vegetable juices without added sweeteners, and a selection of 100% fruit or vegetable juices,
- 50% of beverage vending machines on City property should offer Electrolyte Replacement beverages that contain no more than 42 grams of added sweetener per 20-ounce serving, and
- Included in the 50% of beverage vending machines should be machines that offer non-caloric beverages, such as coffee or tea.

**C. MEETINGS AND EVENTS**

Foods and beverages purchased with City funds and served at regularly scheduled City-sponsored meetings and events should include no less than one option meeting the aforementioned standards, and a healthier food option should be included at regularly scheduled City-sponsored meetings and events where food entrees are provided.

**D. THE CITY'S DEPARTMENT OF HEALTH & HUMAN SERVICES (HHS) TO PROVIDE GUIDANCE ON IMPLEMENTATION**

To assist in the implementation of these goals, the City's Department of Health & Human Services (HHS) will designate staff to train City employees on the aforementioned nutrition standards. HHS will also provide recommendations on how City officials can choose healthier food options at special events.

In addition, HHS will provide educational resources to teach residents about on healthy food identification.

The City of Jersey City shall support and encourage the development of healthy food and beverage policies of other local agencies in an effort to foster more healthy food awareness.

Content included in this resolution shall be updated as State nutrition standards or new nationally recognized recommendations for healthier food options are developed.

JH/  
9-30-14

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 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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 Resolution**

**A RESOLUTION ESTABLISHING HEALTHY FOOD AND BEVERAGE GOALS FOR VENDING MACHINES IN MUNICIPALLY OWNED FACILITIES AND FOR CITY-SPONSORED MEETINGS AND EVENTS**

**Initiator**

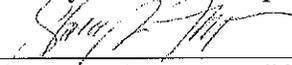
Department/Division	Health & Human Services	Administrative Unit
Name/Title	Margaret DeVico	Policy & Communications Coordinator
Phone/email	(201) 547 6517	mdevico@jcnj.org

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 resolution is to establish standards for healthy food and beverage options in vending machines located on city property. The goal is to align these food offerings more closely with national guidelines for healthy workplaces, and to achieve a Gold Medal in the White House's "Let's Move! Cities, Towns, and Communities" program.

**I certify that all the facts presented herein are accurate.**

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

09/19/2014  
**Date**



**CITY OF JERSEY CITY**  
**DEPARTMENT OF HEALTH & HUMAN SERVICES**

H.H.S. | 199 SUMMIT AVENUE | JERSEY CITY, NJ 07304  
P: 201 547 6800 | F: 201 547 5168



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

STACEY L. FLANAGAN  
DIRECTOR

October 1, 2014

Dear Council President Lavarro,

I am writing to clarify the impetus behind the vending machine resolution we've submitted for the upcoming City Council agenda. First, this is in resolution format because it's aspirational in nature. We understand that some of the goals outlined in the resolution may be more difficult to achieve than others, so it's important to note that these are simply guidelines and not mandates.

The reason we've drafted this ordinance is to publicly resolve to provide healthier options in city food and beverage vending machines. This is one of the five goals that comprise the national Let's Move Cities, Towns, and Counties initiative. The LMCTC awards bronze, silver, and gold medals to participating cities based on their adherence to certain health-oriented guidelines. Currently, Jersey City has three gold medals, and passing this ordinance will get us up to four. (The language surrounding this goal is as follows: **Goal IV: Model Food Service** - To improve access to healthy, affordable foods, local elected officials commit to implementing healthy and sustainable food service guidelines that are aligned with the Dietary Guidelines for Americans in all municipal and county venues that serve food.) We anticipate that we will have achieved all five gold medal standards by the end of the calendar year, which will make Jersey City the first city in the northeast region to have done so.

Additionally, this is a great way to affirm our commitment to achieving a Healthier JC, and to make sure that our city employees are leading by example to that end. Thankfully, it turns out that many of the offerings in food vending machines in Jersey City buildings already comply with these standards. We have also spoken with the food vendor and he was very agreeable to making any changes necessary to achieve this goal, noting that his catalog of available offerings was most extensive.

The Department of Health & Human Services views the passage of this resolution as a relatively simple way to show our commitment to improved community health. We appreciate your support of this initiative, and HHS is more than happy to answer any questions you may have about this resolution.

Sincerely,

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

**Margaret DeVico**  
Policy & Communications Coordinator, HHS

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

City Clerk File No. Res. 14.670

Agenda No. 10.Z

Approved: OCT 08 2014

TITLE:



## RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF O'DONNELL MCCORD, P.C. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS

**WHEREAS**, the City of Jersey City requires the services of an attorney to serve as special counsel to represent the City of Jersey City in pending tax appeals; and

**WHEREAS**, the law firm of O'Donnell McCord are 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 **\$100,000**; 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 "fair and open" as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law); and

**WHEREAS**, in September, 2013, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, O'Donnell and McCord submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, O'Donnell and McCord 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 O'Donnell and McCord from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, O'Donnell and McCord 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 are available for the costs of these services 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 O'Donnell McCord, P.C. is hereby amended to increase the Contract by an additional **\$100,000** for a total amount of **\$175,000**.
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.
3. The Mayor or Business Administrator is reauthorized to execute a professional services Agreement attached hereto with the law firm of O'Donnell and McCord to serve as special counsel to represent the City of Jersey City in Tax Appeals.

TITLE:

**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF O'DONNELL MCCORD, P.C. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS**

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** for payment of this resolution.

Donna Mauer, Chief Financial Officer

igp  
9/23/14

P.O. NO. 114880

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 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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 - 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 REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF O'DONNELL MCCORD, P.C. TO SERVE AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN TAX APPEALS**

**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**

Reauthorizing the Contract for Calendar Year 2014-2015 by an additional \$100,000.

**Cost (Identify all sources and amounts)**

City Funds

**Contract term (include all proposed renewals)**

One Year

Type of award Fair/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 the law firm of **O’Donnell McCord, PC**. (“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 to represent the City of Jersey City in Tax Appeals.

### 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 **\$100,000**.

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:**

**O'Donnell McCord, PC**  
\_\_\_\_\_

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

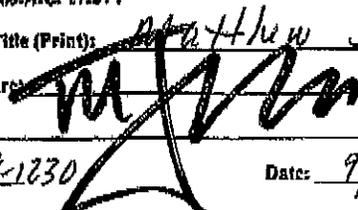
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such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

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

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

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

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

Representative's Name/Title (Print): Matthew J. O'Donnell, Esq., Attorney  
Representative's Signature:   
Name of Company: O'Donnell McCord, PC  
Tel. No.: 973-538-1230 Date: 9/25/14

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

The contractor and the law firm of O'Donnell McCord (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 Printed: Matthew J. O'Donnell, Esq., Attorney  
Representative's Signature: [Signature]  
Name of Company: O'Donnell McCord, PC  
Tel. No.: 973-538-1230 Date: 9/25/14

**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 : O'Donnell McCord, PC

Address : 15 Mt. Kemble Ave, Morristown NJ 07960

Telephone No. : 973-538-1230

Contact Name : Matthew J. O'Donnell, 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.

**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 O'Donnell McCord, PC (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 2014 (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: O'Donnell McCord, PC

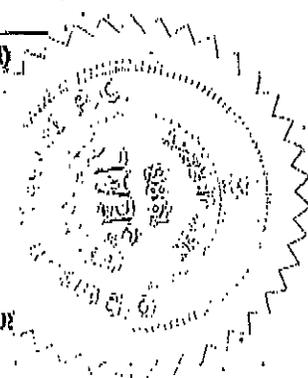
Signed: [Signature] Title: Partner

Print Name: Matthew J. O'Donnell Date: 9-25-14

Subscribed and sworn before me this 25 day of September 2014.  
My Commission expires:

[Signature]  
**MATTHEW J. O'DONNELL**  
(Print name of signatory) (Corporate Seal)  
**ATTORNEY AT LAW**  
**STATE OF NEW JERSEY**

[Signature]  
**ELIZABETH A. VALANDINGHAM**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires 1/1/2019



**\*\*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)	Councilperson Frank Gajowski
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 Rivara	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
Matthew J. O'Donnell, ESQ.	9 Woodover Drive, North Caldwell, New Jersey 07006

**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: O'Donnell McCord, PC  
 Signed: \_\_\_\_\_ Title: Partner  
 Print Name: Matthew J. O'Donnell, ESQ. Date: 9-25-14

Subscribed and sworn before me this 25<sup>th</sup> day of September, 2014

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

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

**ELIZABETH A. VALANDINGHAM**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 1/7/2019





# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

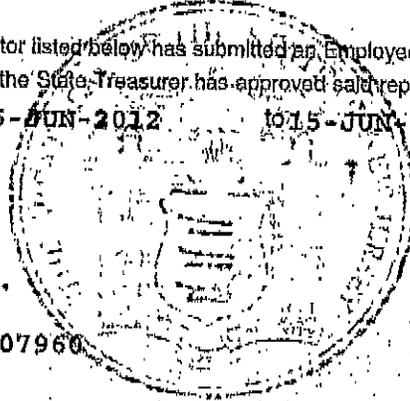
**Taxpayer Name:** O'DONNELL MCCORD, P.C.  
**Trade Name:**  
**Address:** 15 MOUNT KEMBLE AVE  
MORRISTOWN, NJ 07960-8610  
**Certificate Number:** 0478342  
**Effective Date:** September 29, 1983  
**Date of Issuance:** September 25, 2014

**For Office Use Only:**  
20140925122211790

Certification 97018

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2012** to **15-JUN-2019**



O'DONNELL MC CORD, P.C.  
15 MOUNT KEMBLE AVENUE  
MORRISTOWN NJ 07960

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

Andrew P. Sidamon-Eristoff  
State Treasurer

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

City Clerk File No. Res. 14.671

Agenda No. 10.7.1

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE U.S. OFFICE OF HEALTH AND HUMAN SERVICES HEALTHY TOMORROWS PARTNERSHIP FOR CHILDREN GRANT PROGRAM**

**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 United States Office of Health and Human Services, to provide community outreach and services to improve the health of the overall population; and

**WHEREAS**, the City recognizes the need for education surrounding public health, especially immunizations and preventative medicine; and

**WHEREAS**, The Jersey City Department of Health & Human Services is prepared, through its Immunization and Lead Prevention Clinic, to administer this grant; and

**WHEREAS**, this grant is for the period of five (5) years in the amount of \$250,000; and

**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 Healthy Tomorrows Partnership for Children grant for the grant period January, 2015 through December 31, 2020 in the amount of \$250,000.
2. The Mayor acknowledges the terms and conditions for administering the Healthy Tomorrows Partnership for Children grant including the administrative compliance and audit.

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 <u>10.8.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP OFFICE

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 4857 | F: 201 369 7241



**Grant Application Approval Form**

State  Federal  Formula  Competitive  Community Grant

Application Deadline: \_\_\_\_\_ Grant Opportunity:  New  Reoccurring

Name of Grant: HEALTHY TOMORROWS PARTNERSHIP FOR CHILDREN

Grantor: US DEPT / OFFICE OF HEALTH + HUMAN SERVICES

Grant Period: 3 years

Estimated Award Amount (if known): \$ 250,000

Matching Requirement:  No  Yes \_\_\_\_\_% Type of Match: IN KIND OR CASH

Proposed Utilization of Funds:

- Overtime Salaries
- Salaries  Sworn  Non-Sworn
- Consultant
- Equipment
- Contractual
- Other \_\_\_\_\_
- Supplies

Comments:

\_\_\_\_\_  
\_\_\_\_\_

Project/Program Coordinator (Name, Title): \_\_\_\_\_

Authorized Signatures:

Submitted by: \_\_\_\_\_ Approve/Disapprove \_\_\_\_\_ Date \_\_\_\_\_

For HHS Department Director: [Signature]  Approve  Disapprove Date 9/29/14

Budget Officer: \_\_\_\_\_ Approve/Disapprove \_\_\_\_\_ Date \_\_\_\_\_

# NATIONAL LEAGUE of CITIES

## 2014 Officers

### President

Christopher B. Coleman  
Mayor  
Salt Paul, Minnesota

### First Vice President

Ralph E. Becker  
Mayor  
Salt Lake City, Utah

### Second Vice President

Melodee Colbert Kean  
Mayor  
Joplin, Missouri

### Immediate Past President

Marie Lopez Rogers  
Mayor  
Avondale, Arizona

### Executive Director

Clarence E. Anthony

Deputy Director  
Antoinette A. Samuel

September 18, 2014

The Honorable Steven Fulop  
Mayor, City of Jersey City  
280 Grove St  
Jersey City, NJ 07302

Dear Mayor Fulop:

I am delighted to inform you that Jersey City has been selected by the National League of Cities (NLC) to participate in the Cities Combating Hunger through Afterschool and Summer Meal Programs technical assistance and grant initiative (CHAMPS). As part of this initiative, your city will receive a grant in the amount of \$50,000. We believe the work plan that the city's grant application described holds great promise as a strategy to promote the development and implementation of Afterschool and Summer Meal Programs in your community.

Jersey City will join nine other cities that will receive funding as part of this 15-month project: Chattanooga, TN; El Centro, CA; Fontana, CA; Longmont, Co; New Haven, CT; Newark, NJ; Pasadena, CA; Pittsburgh, PA; and Portland, ME.

Grant funds may be spent on costs associated with project activities as identified in the city's budget submitted as part of the CHAMPS proposal for the grant period **September 15, 2014 through December 15, 2015**.

Through this initiative, NLC's Institute for Youth, Education, and Families and the Food Research and Action Center (FRAC) will provide technical assistance through regularly scheduled one-on-one phone calls, as well as group conference calls with all participating teams, to help each city team develop and implement its project plan. NLC and FRAC staff may also conduct site visits to project cities on an as-needed basis.

By accepting this grant, the City of Jersey City agrees to:

- Select a team lead within the city government that will act as a primary contact with NLC;
- Keep NLC and FRAC apprised of progress, including setbacks or unexpected challenges throughout the grant period;
- Ensure that members of the project team (e.g., city representative, site sponsor(s), anti-hunger advocate, etc.) participate in regularly scheduled project update calls with the NLC and FRAC team;
- Ensure that at least one member of the project team participates in monthly cross-site conference calls;
- Recognize NLC and FRAC in local media outreach materials related to the CHAMPS project through use of logos or other formal acknowledgement;
- Do not make any city-wide announcements about the grant until NLC disseminates their press release on September 30;
- Provide a short progress update with outcome data at the midpoint of project implementation (April 2015);



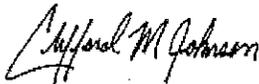
- Attend the project cross-site meeting (location to be determined) in **February 2015**; and
- Submit a final report on progress, outcomes, lessons learned, and how funds were spent to NLC by **December 15, 2015**.

All reports **must include quantitative data on program participation as follows:** *number of new sites, number of children served, and number of meals served*. NLC will provide a short template for data reporting and will work with city teams to track these data throughout the project grant period.

Please note that we will be conducting an **orientation conference call** for selected cities on **September 23, 2014 from 4:00-5:00 PM Eastern**. Further information about this call will be sent to city teams by email shortly.

We look forward to working with you as you lead efforts to reduce childhood hunger in your city through the Afterschool and Summer Meal Programs. If you have any questions, please do not hesitate to contact Jamie Nash, Senior Associate for Benefit Outreach ([nash@nlc.org](mailto:nash@nlc.org) or 202-626-3160).

Sincerely,



Clifford M. Johnson  
Executive Director  
Institute for Youth, Education, and Families

Cc: Leigh Spiteri  
Management Assistant  
City of Jersey City  
Department of Health & Human Services  
199 Summit Avenues, E-3  
Jersey City, New Jersey 07304  
201.547.4743  
[LSpiteri@jcnj.org](mailto:LSpiteri@jcnj.org)

**Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS)  
Grant Disbursement Form**

**CITY INFORMATION:**

Lead Contact Name:	
Email Address:	
Phone:	

**FISCAL AGENT INFORMATION:**

Fiscal Agent Name:	
Fiscal Agent Contact Information (Address and Telephone):	
*Federal Tax ID #:	

**Make check payable to (include mailing address if different from above):**

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**Please list any additional information we may need to properly disburse your grant funds (e.g. splitting grant amount into separate disbursements, etc.):**

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**\*In addition to providing the Federal Tax ID # above, please also submit your city's W-9 form.**

Please email or fax this page to Jamie Nash at [Nash@nlc.org](mailto:Nash@nlc.org) or (202) 626-3117 (fax).

**CITY TEAM APPLICATION**

*Please list the 3 key staff that will work on the project. This should include staff from other agencies or offices directly involved in the project. They will also participate in the monthly technical assistance calls.*

**Team Member One (City Representative Lead):**

Name:  
Organization/Agency:  
Title:  
Street Address:  
City, State, and Zip Code:  
Phone:                      Fax:  
Email:

**Team Member Two:**

Name:  
Organization/Agency:  
Title:  
Street Address:  
City, State, and Zip Code:  
Phone:                      Fax:  
Email:

**Team Member Three:**

Name:  
Organization/Agency:  
Title:  
Street Address:  
City, State, and Zip Code:  
Phone:                      Fax:  
Email:

Please email or fax this page to Jamie Nash at [Nash@nlc.org](mailto:Nash@nlc.org) or (202) 626-3117 (fax).

**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. OFFICE OF HEALTH AND HUMAN SERVICES HEALTHY TOMORROWS PARTNERSHIP FOR CHILDREN GRANT PROGRAM**

**Project Manager**

Department/Division	Health & Human Services	Lead Grant
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**

The Jersey City Department of Health and Human Services wishes to develop a more culturally competent training of immunizations in order to reduce fears and myths, ultimately increasing immunizations and decreasing the spread of disease.

**Cost (Identify all sources and amounts)**

\$250,000	grant funds
\$400,000	city funds

**Contract term (include all proposed renewals)**

5 years

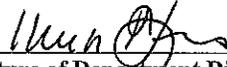
Type of award

If "Other Exception", enter type

**Additional Information**

City contribution must take place in years 2-5 of the grant program and can be in-kind, cash or combination of both.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/29/14  
Date

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

City Clerk File No. Res. 14.672

Agenda No. 10.Z.2

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT FUNDS FROM THE NATIONAL LEAGUE OF CITIES FOR THE ADMINISTERING OF THE CITIES COMBATING HUNGER THROUGH AFTERSCHOOL AND SUMMER MEAL PROGRAMS TECHNICAL ASSISTANCE AND GRANT INITIATIVE (CHAMPS)**

Council offered and moved adoption of the following resolution:

**WHEREAS**, the **National League of Cities (NLC)** is responsible for administering the Cities Combating Hunger through Afterschool and Summer Meal Programs technical assistance and grant initiative (**CHAMPS**); and

**WHEREAS**, the **Jersey City Department of Health and Human Services (CITY)**, is desirous of entering into an agreement wherein **National League of Cities (NLC)** will provide funding for the administering of the **CHAMPS** grant initiative; and

**WHEREAS**, the **National League of Cities (NLC)** wishes to give the City of Jersey City a grant in the sum of \$50,000 in connection with a project entitled The Cities Combating Hunger through Afterschool and Summer Meal Programs technical assistance and grant initiative (**CHAMPS**) for the period of September 15, 2014 through December 15, 2015 ; and

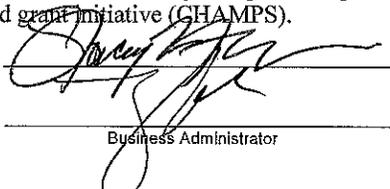
**WHEREAS**, the **Jersey City Department of Health and Human Services, Division of Health** wishes to accept the funds for the provision of the **CHAMPS** activities; and

**WHEREAS**, the City will coordinate and provide the services to the public as set forth on the grant award letter attached; and

**WHEREAS**, the City will set-up an account for the grant funds,

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

1. The Mayor and/or Business Administrator is authorized to execute an agreement, in substantially the form of the attached, with the National League of Cities for funding and to accept the grant award for the City of Jersey City Department of Health and Human Services for the period of September 15, 2014 to December 15, 2015 in the amount of \$50,000.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering of the Cities Combating Hunger through Afterschool and Summer Meal Programs technical assistance and grant initiative (**CHAMPS**).

APPROVED: 

APPROVED AS TO LEGAL FORM

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

Business Administrator

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

Certification Required

Not Required

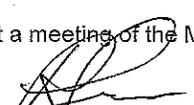
APPROVED 8-0

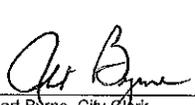
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		YUN	/			RIVERA	/		
RAMCHAL	/			OSBORNE	/			WATTERMEN	/		
BOGGIANO	/			COLEMAN	/			LAVARRO, PRES.	/		

✓ 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 JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE NATIONAL LEAGUE OF CITIES FOR ADMINISTERING OF THE CITIES COMBATING HUNGER THROUGH AFTERSCHOOL AND SUMMER MEAL PROGRAMS TECHNICAL ASSISTANCE AND GRANT INITIATIVE (CHAMPS)

Initiator

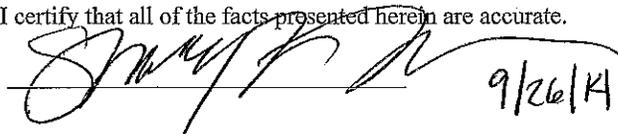
Department/Division	Health and Human Services	Health Division
Name/Title	Stacey Flanagan	Director of HHS
Phone/email	201-547-6800	sflanagan@jcnj.org

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

Resolution Purpose

The National League of Cities wishes to award the City of Jersey City \$50,000 for the administering of the Cities Combating Hunger through Afterschool and Summer Meal Programs technical assistance and grant initiative (Champs) for the period of September 15, 2014 through December 15, 2015.

I certify that all of the facts presented herein are accurate.

  
9/26/14

# NATIONAL LEAGUE of CITIES

## 2014 Officers

### President

Christopher B. Coleman  
Mayor  
Salt Paul, Minnesota

### First Vice President

Ralph E. Becker  
Mayor  
Salt Lake City, Utah

### Second Vice President

Melodee Colbert Kenn  
Mayor  
Joplin, Missouri

### Immediate Past President

Marie Lopez Rogers  
Mayor  
Avondale, Arizona

### Executive Director

Clarence E. Anthony  
Deputy Director  
Antoinette A. Samuel

September 18, 2014

The Honorable Steven Fulop  
Mayor, City of Jersey City  
280 Grove St  
Jersey City, NJ 07302

Dear Mayor Fulop:

I am delighted to inform you that Jersey City has been selected by the National League of Cities (NLC) to participate in the Cities Combating Hunger through Afterschool and Summer Meal Programs technical assistance and grant initiative (CHAMPS). As part of this initiative, your city will receive a grant in the amount of \$50,000. We believe the work plan that the city's grant application described holds great promise as a strategy to promote the development and implementation of Afterschool and Summer Meal Programs in your community.

Jersey City will join nine other cities that will receive funding as part of this 15-month project: Chattanooga, TN; El Centro, CA; Fontana, CA; Longmont, Co; New Haven, CT; Newark, NJ; Pasadena, CA; Pittsburgh, PA; and Portland, ME.

Grant funds may be spent on costs associated with project activities as identified in the city's budget submitted as part of the CHAMPS proposal for the grant period **September 15, 2014 through December 15, 2015**.

Through this initiative, NLC's Institute for Youth, Education, and Families and the Food Research and Action Center (FRAC) will provide technical assistance through regularly scheduled one-on-one phone calls, as well as group conference calls with all participating teams, to help each city team develop and implement its project plan. NLC and FRAC staff may also conduct site visits to project cities on an as-needed basis.

By accepting this grant, the City of Jersey City agrees to:

- Select a team lead within the city government that will act as a primary contact with NLC;
- Keep NLC and FRAC apprised of progress, including setbacks or unexpected challenges throughout the grant period;
- Ensure that members of the project team (e.g., city representative, site sponsor(s), anti-hunger advocate, etc.) participate in regularly scheduled project update calls with the NLC and FRAC team;
- Ensure that at least one member of the project team participates in monthly cross-site conference calls;
- Recognize NLC and FRAC in local media outreach materials related to the CHAMPS project through use of logos or other formal acknowledgement;
- Do not make any city-wide announcements about the grant until NLC disseminates their press release on September 30;
- Provide a short progress update with outcome data at the midpoint of project implementation (April 2015);





- Attend the project cross-site meeting (location to be determined) in **February 2015**; and
- Submit a final report on progress, outcomes, lessons learned, and how funds were spent to NLC by **December 15, 2015**.

All reports **must include quantitative data on program participation as follows:** *number of new sites, number of children served, and number of meals served.* NLC will provide a short template for data reporting and will work with city teams to track these data throughout the project grant period.

Please note that we will be conducting an **orientation conference call** for selected cities on **September 23, 2014 from 4:00-5:00 PM Eastern**. Further information about this call will be sent to city teams by email shortly.

We look forward to working with you as you lead efforts to reduce childhood hunger in your city through the Afterschool and Summer Meal Programs. If you have any questions, please do not hesitate to contact Jamie Nash, Senior Associate for Benefit Outreach ([nash@nlc.org](mailto:nash@nlc.org) or 202-626-3160).

Sincerely,

Clifford M. Johnson  
Executive Director  
Institute for Youth, Education, and Families

Cc: Leigh Spiteri  
Management Assistant  
City of Jersey City  
Department of Health & Human Services  
199 Summit Avenues, E-3  
Jersey City, New Jersey 07304  
201.547.4743  
[LSpiteri@jcnj.org](mailto:LSpiteri@jcnj.org)

**Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS)  
Grant Disbursement Form**

**CITY INFORMATION:**

Lead Contact Name:	
Email Address:	
Phone:	

**FISCAL AGENT INFORMATION:**

Fiscal Agent Name:	
Fiscal Agent Contact Information (Address and Telephone):	
*Federal Tax ID #:	

**Make check payable to (include mailing address if different from above):**

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**Please list any additional information we may need to properly disburse your grant funds (e.g. splitting grant amount into separate disbursements, etc.):**

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**\*In addition to providing the Federal Tax ID # above, please also submit your city's W-9 form.**

Please email or fax this page to Jamie Nash at [Nash@nlc.org](mailto:Nash@nlc.org) or (202) 626-3117 (fax).

## **CITY TEAM APPLICATION**

*Please list the 3 key staff that will work on the project. This should include staff from other agencies or offices directly involved in the project. They will also participate in the monthly technical assistance calls.*

**Team Member One (City Representative Lead):**

Name:

Organization/Agency:

Title:

Street Address:

City, State, and Zip Code:

Phone:                      Fax:

Email:

**Team Member Two:**

Name:

Organization/Agency:

Title:

Street Address:

City, State, and Zip Code:

Phone:                      Fax:

Email:

**Team Member Three:**

Name:

Organization/Agency:

Title:

Street Address:

City, State, and Zip Code:

Phone:                      Fax:

Email:

Please email or fax this page to Jamie Nash at [Nash@nlc.org](mailto:Nash@nlc.org) or (202) 626-3117 (fax).

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

City Clerk File No. Res. 14.673

Agenda No. 10.7.3

Approved: OCT 08 2014



**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT TO ALLOW CSX TRANSPORTATION POLICE DEPARTMENT TO MONITOR AND TRANSMIT OVER THE CITY OF JERSEY CITY'S RADIO SYSTEM PURSUANT TO THE UNIFORMED SHARED SERVICES ACT**

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

**WHEREAS**, CSX Transportation Police Department ("CSXT Police Dept."), a division of CSX Transportation Inc., is a duly constituted law enforcement agency whose special agents are commissioned law enforcement officers with the State of New Jersey pursuant to N.J.S.A. 48:3-38 and U.S.C. §28101; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between police departments to provide services to each other; and

**WHEREAS**, the CSXT Police Dept. has requested the City of Jersey City's ("City") permission to be able to monitor and transmit over the City's radio system; and

**WHEREAS**, the ability to monitor and transmit over the City's radio system serves the interests of the City and improves the safety of the CSXT Police Dept.'s special agents, City officers and employees, and the general population; and

**WHEREAS**, this service and program will assist the City in delivering public safety services; and

**WHEREAS**, the City and the CSXT Police Dept. desire to memorialize this agreement to provide this service.

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

1. The Mayor or Business Administrator is authorized to execute a Uniformed Shared Services Agreement with the CSXT Police Dept. authorizing it to monitor and transmit over the City's radio system subject to the following minimum terms and conditions:
  - A. The term of the Agreement shall be effective as of November 1, 2014 and shall continue until terminated by either party at its convenience.
  - B. The CSXT Police Dept. shall bear full financial responsibility for the provision of this service.
  - C. The CSXT Police Dept. shall agree to indemnify the City in connection with its use of the City's radio system.
2. The agreement shall be in substantially the form attached, subject to such modifications as deemed necessary or appropriate by Corporation Counsel or the Business Administrator

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 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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

## SHARED SERVICES AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and 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 **CSX TRANSPORTATION POLICE DEPARTMENT** (“CSXT PD”), a division of **CSX TRANSPORTATION INC.**, a public corporation registered in the State of Florida, with offices at 25 Pennsylvania Avenue, Kearny, New Jersey 07032.

### Recitals

WHEREAS, CSXT PD, a division of CSX Transportation Inc., is a duly constituted law enforcement agency whose special agents are commissioned law enforcement officers with the State of New Jersey pursuant to N.J.S.A. 48:3-38 and U.S.C. §28101; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between police departments to provide services to each other; and

WHEREAS, the CSXT PD has requested the City’s permission to be able to monitor and transmit over the City’s radio system; and

WHEREAS, the ability to monitor and transmit over the City’s radio system serves the interests of the City and improves the safety of the CSXT PD’s special agents, City officers and employees, and the general population; and

WHEREAS, this service and program will assist the City in delivering public safety services; and

WHEREAS, the City and CSXT PD desire to enter into a Shared Services Agreement for the City to allow CSXT PD to monitor and transmit over the City’s licensed radio frequencies; and

WHEREAS, the term of the Shared Services Agreement shall be effective as of November 1, 2014.

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

### Article 1

#### Purpose of Agreement

- 1) The purpose of allowing CSXT PD the ability to monitor and transmit over the City’s radio system is for the safety of CSXT PD Special Agents and City Police Officers who may have cause to be at the same scene albeit for different purposes. It is only to be used where time is a crucial factor.
- 2) Another purpose is when coordination with the City’s Police Department (and/or other City Agencies) and CSXT PD can be best served for safety and efficiency by their shared use of the City’s system.

3) One more purpose would be in the provision of essential service to the citizens of Jersey City where the provision of aid to an injured or prevention of an act which may injure a person could be undertaken by a CSXT PD Special Agent or the immediate apprehension of an actor causing or attempting to cause such an act.

## Article 2

### Scope of Services

1) The City is granting permission to CSXT PD to transmit using groups in our radio system as designated by the Chief of Police. Additional groups may be added to allowed on a temporary basis (no longer than 96 hours) upon the approval of the Chief of Police or his designee. This permission shall be in line with the purposes stated previously.

2) Immediate use shall be from one transmittal point, the CSXT PD's main communication center, which will identify itself as such.

3) Permission to patch in other CSXT PD's mobile and portable radio devices may be made over the air or telephonically. The supervisor of the Jersey City's Police Communications Bureau can grant permission while getting affirmation from the Chief or his designee.

4) When the need for coordination is known in advance CSXT PD will formally request permission from the Chief of Police stating reasons and duration needed.

## Article 3

### Term of Agreement

1) The term of this Agreement shall be effective as of November 1, 2014 or until abrogated by either party.

2) It shall be the right of either party to abrogate this Agreement without cause or liability upon written notification from and to the governing bodies.

## Article 4

### Compensation and Payment

1) CSXT PD will bear full financial responsibility for its integration into the City's radio system. CSX PD will also agree to pay for any repairs, maintenance or services required to maintain the connection.

2) CSX PD will also be responsible for the immediate (within 4 hours, or agreed upon time frame by the City) mitigation of any problems caused to the City's radio system from the integration or programming.

3) The City reserves the right to approve or disapprove any programs or equipment which may be linked to its radio system.

4) The City of will bear no responsibility for the failure of its radio system or any of its parts or functions.

**Article 5**  
**Contractual Relationship**

1) This Agreement in no fashion is to allow CSXT PD to utilize the connection as an alternate communications link to its units.

2) The City give up no rights to the servicing of request for service from citizens and persons within the jurisdictional boundaries of the City of Jersey City.

3) The City asserts it primacy in the enforcement and investigation of all Federal, State and local laws, statutes and ordinances in its purview and jurisdictional boundaries.

4) CSXT PD agrees not to utilize information obtained through the monitoring of the City's radio system to initiate an action from its units except for incidents where serious injury could or has occurred or the apprehension of a fleeing felon is possible. Article 5 paragraph 3 applies.

**Article 6**  
**Arbitration**

If any disputes or claims arising out of this Agreement or breach thereof cannot be resolved by the parties, then they shall be decided upon by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award. The Arbitrator's decision shall not be subject to appeal. The Arbitrator's fee and/or expenses shall be shared equally by the parties.

**Article 7**  
**Assignment**

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heir, executors, legal representatives and assigns.

**Article 8**  
**Choice of Law**

This Agreement shall be deemed to have 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 9**  
**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 formally executed Addendum to the Agreement.

**Article 10**  
**Entire Agreement**

This Agreement constitutes the entire Agreement between the City and CSXT PD. 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, statement or agreements other than 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 11**  
**Counter-Parts**

This Agreement shall be executed in two (2) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

**Article 12**  
**Paragraph Headings**

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretations.

**Article 13**  
**Severability**

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

**Article 14**  
**Indulgences**

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege, collectively rights under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

**Article 15**  
**Non-Discrimination**

In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any employee or applicant for employment because of race, religion, sex, age or national origin and affirmative action will be taken to insure that applicants are employed without regard to their race, color, religion, sex, age or national origin be excluded from participation in, be denied the benefits, of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

**Article 16**  
**Indemnification**

CSXT PD agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of CSXT PD's use of the City's radio system permitted herein. CSXT PD further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, CSXT PD shall, at no cost or expense to the City, defend against such claims, in which event, CSXT PD shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. CSXT PD's liability under this shared service shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

**Article 17**  
**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**  
**Business Administrator**  
**City Hall-280 Grove Street**  
**Jersey City, NJ 07302**

**CSX Transportation Police Dept.**  
**25 Pennsylvania Ave.**  
**Kearny, NJ 07032**

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

**ATTEST:**

**CITY OF JERSEY CITY**

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

\_\_\_\_\_  
**Robert J. Kakoleski**  
**Business Administrator**

**WITNESS:**

**CSX TRANSPORTATION POLICE DEPT.**

\_\_\_\_\_  
**Frank Kirbyson**  
**Deputy Chief of Police**

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

City Clerk File No. Res. 14.674

Agenda No. 10.Z.4

Approved: OCT 08 2014

TITLE:



## RESOLUTION APPOINTING KHEMRAJ CHICO RAMCHAL AS A MEMBER OF THE JERSEY CITY INCINERATOR AUTHORITY

### COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated October 1, 2014, that he has appointed **Khemraj Chico Ramchal**, of 82 Clendenny Avenue, Jersey City, New Jersey, 07304, as a member of the **Jersey City Incinerator Authority**. Mr. Ramchal is replacing Candice Osborne, who has resigned. Mr. Ramchal's term will commence immediately upon adoption of this resolution and expire on February 1, 2015.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Khemraj Chico Ramchal** as a member of the **Jersey City Incinerator Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sgj

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			ABSENT	YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors  
8.e  
Meeting 10.08.14

October 1, 2014

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

Dear President and Council Members,

Kindly be advised that I have appointed **Khemraj Chico Ramchal**, of 82 Clendenny Avenue, Jersey City, New Jersey, 07304, as a member of the **Jersey City Incinerator Authority**. Mr. Ramchal is replacing Candice Osborne, who has resigned. Mr. Ramchal's term will commence upon the adoption of a resolution and expire February 1, 2015.

I respectfully request your advice and consent to this appointment.

Sincerely,

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

Steven M. Fulop  
Mayor

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

P: 201 547 5200  
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

c: Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Oren Dabney, Chief Executive Officer, JCIA  
Muhammed Akil, Chief of Staff  
Nancy Warlikowski, Mayor's Office  
Khemraj Chico Ramchal



**CITY OF JERSEY CITY**  
**OFFICE OF CITY COUNCIL**

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5315 | F: 201 547 4678

**CANDICE OSBORNE**  
COUNCILWOMAN WARD E

Steven M. Fulop  
Mayor of Jersey City  
Office of the Mayor  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

Oren K. Dabney, Sr.  
Chief Executive Officer  
Department of Public Works  
13 Linden Avenue East, Suite 300  
Jersey City, NJ 07305

September 28, 2014

Dear Mayor Fulop and Director Dabney:

Please accept this letter as my formal resignation from the Board of Commissioners of the JCIA (Jersey City Incinerator Authority).  
Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Candice Osborne". The signature is fluid and cursive, written over a white background.

Candice Osborne  
Councilwoman Ward E

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

City Clerk File No. Res. 14.675

Agenda No. 10.Z.5

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH IESI NY CORPORATION AS THE BASIS FOR A FUTURE HOST COMMUNITY AGREEMENT WITH THE CITY OF JERSEY CITY TO MOVE CONTAINERIZED SOLID WASTE THROUGH GREENVILLE YARDS**

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

**WHEREAS**, the New York City Department of Sanitation [DSNY] has agreed to pay the City of Jersey City a one-time up-front Host Community payment of \$10,000,000 in order to allow IESI NY Corporation [IESI] to commence a containerized municipal solid waste operation through Greenville Yards for a term of 30 years; and

**WHEREAS**, this payment will be used to fund the cost of constructing a new park at the old Reservoir property in Jersey City Heights; and

**WHEREAS**, in addition to the one-time payment, IESI will also pay the City the sum of \$250,000 per year for up to 800,000 tons of municipal solid waste moved through Greenville Yards, and 25¢ a ton for any weight above 800,000 tons; and

**WHEREAS**, the City will retain a right to audit the actual number of tons moved through Greenville Yards and the right to receive the tonnage report used by IESI to bill DSNY; and

**WHEREAS**, upon execution of the MOU, the parties will engage in negotiations to finalize a form of Host Community Agreement as may be required by law and acceptable to all parties; and

**WHEREAS**, it is in the best interests of the City to approve a Memorandum of Understanding [MOU].

**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 the attached Memorandum of Understanding with IESI NY Corporation in connection with the use of Greenville Yards to move municipal solid waste, which contain the following minimal terms:
  - a) Payments: one time up-front payment of \$10,000,000 and \$250,000 a year thereafter for up to 800,000 tons of municipal solid waste through Greenville Yards;
  - b) Term: 30 years;
  - c) Audit: City shall have a right to audit actual tonnage based upon the report used by the New York City Department of Sanitation; and

TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH IESI NY CORPORATION AS THE BASIS FOR A FUTURE HOST COMMUNITY AGREEMENT WITH THE CITY OF JERSEY CITY TO MOVE CONTAINERIZED SOLID WASTE THROUGH GREENVILLE YARDS

- 2. A copy of the Memorandum of Understanding is attached hereto subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel; and
- 3. The Mayor or Business Administrator is authorized to execute any other documents or to take such other actions appropriate or necessary to effectuate the purposes of this resolution.

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 5-2-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	ABSTAIN		
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



**IESI NY Corporation**

99 Wood Avenue South, Suite 1001  
Iselin, NJ 08830  
(732) 902-4700

October 1, 2014

Hon. Steven M. Fulop  
Mayor  
City of Jersey City  
City Hall - 280 Grove Street  
Jersey City, New Jersey 07302

Re: Host Community Agreement with IESI NY Corporation

Dear Mayor Fulop:

We write to set forth the agreed upon points that will serve as the basis for our Host Community Agreement between IESI NY Corporation ("IESI") and the City of Jersey City ("Jersey City"):

1. Within 30 days of IESI receiving a Notice to Proceed from the New York Department of Sanitation ("DSNY"), IESI will pay Jersey City a one-time payment of \$10,000,000;
2. That upon commencement of operations of containerized municipal solid waste through the Greenville Yards, IESI will pay Jersey City \$250,000 per year so long as a DSNY contract remains in effect;
3. That for every ton moved through the Greenville Yards above 800,000 tons per contract year, IESI will pay Jersey City an additional \$.25 per ton;
4. Jersey City shall have the right to audit the number of tons moved through the Greenville Yards. Upon request from Jersey City, IESI will provide Jersey City with copies of the tonnage reports that are generated by DSNY at the marine transfer stations and used by IESI for billing DSNY.

Accepted and Agreed:

CITY OF JERSEY CITY

IESI NY CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: John Lamanna  
Title: Vice President

Hon. Kathryn Garcia  
Commissioner  
New York City Dep't of Sanitation  
59 Maiden Lane, 5th Floor  
New York, NY 10038

Dear Commissioner Garcia:

I write to inform you that the City of Jersey City and IESI NY Corporation ("IESI") have executed a letter agreement that outlines the material terms of a host community agreement between the parties.

The Agreement, which will run concurrently with the term of the Department of Sanitation's ("DSNY") Service Contract, contemplates the siting of an intermodal facility at the Greenville Yards in Jersey City that will transload municipal solid waste containers originating from DSNY's marine transfer stations.

Very truly yours,

Steven M. Fulop

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

City Clerk File No. Res. 14.676

Agenda No. 10.Z.6

Approved: OCT 08 2014

TITLE:



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

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City and Office of Cultural Affairs is sponsoring the Filipino American History Month to host two cultural events at Jersey City Public Schools; and

WHEREAS, the United State Senate and Congress acknowledges the celebration of Filipino American History Month as a time to renew efforts toward the examination of history and culture in order to provide an opportunity for all people to learn more about Filipino Americans and their historic contributions to the Nation; and

WHEREAS, the City of Jersey City and the Filipino American History Month committee will host two cultural events:

- 1) Dance Performance and Competition on October 10<sup>th</sup> from 7 to 10 pm at Jersey City Middle School #4, located at 107 Bright Street, with a set up time of 5pm and break down time of 11pm.
- 2) Musical Performance and Concert on November 1<sup>st</sup> from 6 to 10pm at Jersey City Middle School #7, located at 222 Laidlaw Avenue, with a set up time of 5pm and a break down time of 11pm.

WHEREAS, the Jersey City Public Schools requires, indemnification and letter of insurance from the City; and

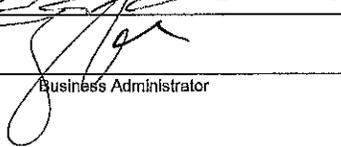
WHEREAS, the agreement will specify the City's responsibilities to the owners of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in this program or for damage to the facility, so

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 hereto indemnifying to Jersey City Public Schools
2. The risk Manager is authorized to issue a Letter of Insurance to Jersey City Public Schools to cover this activity.
3. The Mayor or Business Administrator is authorized to execute such other documents that maybe necessary to effectuate the purpose of this Resolution.

APPROVED: 

APPROVED AS TO LEGAL FORM 

APPROVED:   
Business Administrator

Corporation Counsel  
Certification Required   
Not Required

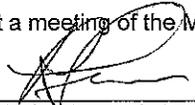
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.677

Agenda No. 10.Z.7

Approved: OCT 08 2014

TITLE:



## RESOLUTION RECOGNIZING THE MONTH OF OCTOBER AS FILIPINO-AMERICAN HISTORY MONTH

WHEREAS, Filipino Americans make up one of the largest Asian American ethnic groups in the United States, with more than one hundred thousand people of Filipino descent residing in the State of New Jersey, of which over 17,000 reside in the City of Jersey City;

WHEREAS, the earliest documented Filipino presence in the continental United States was on October 18, 1587, when the first "Luzones Indios" set foot in Morro Bay, California, on board the Manila-built galleon ship Nuestra Senora de Esperanza;

WHEREAS, every October, several communities throughout the United States have celebrated this occasion, not only to commemorate the presence of the first Filipinos in the United States soil and to celebrate its heritage, but also to recognize the social, intellectual, and economic contributions of Filipinos and Filipino Americans in the country;

WHEREAS, the Filipino-American History Month of New Jersey (FAHM-NJ) committee, in conjunction with the City of Jersey City, has organized a number of activities and presentations to commemorate Filipino-American History Month, including an exhibit to educate the public about Filipino-American history and contributions to American culture, a dance competition, art installations as part of the Jersey City Artists Studio Tour, a street fair, and a culminating concert featuring Filipino American and legendary jazz musician Joe Bataan; and

WHEREAS, celebrating Filipino-American History Month furthers the goal of instilling our youth the importance of education, history, and diversity; exposing youth to role models from across the in Jersey City and in the Filipino-American community at large; establishing a proud cultural identity; and in producing exceptional citizens of our City and our nation;

NOW, THEREFORE, BE IT RESOLVED that the Jersey City Municipal Council proclaims the Month of October as

### FILIPINO AMERICAN HISTORY MONTH

and urges the people of the Jersey City to observe it and join in this cultural celebration by attending the diverse programs and activities taking place across the City.

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 10.8.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.678

Agenda No. 10.Z.8

Approved: OCT 08 2014

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY**

**WHEREAS**, the State of New Jersey, Department of Military and Veterans Affairs ("DMVA") is the owner of the National Guard Armory located at 678 Montgomery Street, Jersey City, New Jersey ("Armory"); and

**WHEREAS**, the City of Jersey City ("City") desires to use the Armory to provide structured recreational programs and activities for the benefit of the children and adults of Jersey City; and

**WHEREAS**, the DMVA agrees to permit the City use of the Armory for the period effective as of October 11, 2014 and October 31, 2014 provided the City pays a total user fee of \$1,015.25; and

**WHEREAS**, for the period of October 11, 2014 and October 31, 2014 the user fee will be \$1,015.25 which is available in account 14-01-201-28-370-304; and

**WHEREAS**, the Armory will enable the Department of Recreation to accommodate and excess of 400 children per night for various recreational programs; and

**WHEREAS**, the City desires to execute a Use Agreement with DMVA authorizing the City to use the Armory; and

**WHEREAS**, the City is authorized to execute a Use Agreement with another public body pursuant to N.J.S.A. 40A:11-52(2) of the Local Public Contracts Laws; and

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

TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A USE AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY**

1. The Mayor or Business Administrator is authorized to execute the Use Agreement, in substantially the form attached, with the State of New Jersey Department of Military and Veterans Affairs;
2. The term of the Use Agreement shall be effective as of October 11, 2014 and October 31, 2014 only. The City shall pay the State of New Jersey Department of Military and Veterans Affairs a total user fee of \$1,015.25; and
3. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the Use Agreement after the expenditure of funds encumbered in the CY 2014 budget shall be subject to the availability and appropriation of sufficient funds in the CY 2014 permanent fiscal year budgets.

I, Donna Mauer, Donna Mauer, Chief Financial Officer certify that funds in the amount of \$1,015.25 are available in account number 14-01-201-28-370-304.

P.O. # 112459

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											
										10.8.14	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		ABSENT		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 - 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 EXECUTION OF A USE AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PERMITTING THE CITY OF JERSEY CITY TO USE THE NATIONAL GUARD ARMORY AT 678 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

**Project Manager**

Department/Division	Recreation	
Name/Title	Ryan Strother, Director	
Phone/email	201- 547- 4537	

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

**Contract Purpose**

To provide recreational programs and activities for the benefit of children and adults of Jersey City.

**Cost (Identify all sources and amounts)**

City funds will be used. Total cost \$1,015.25

**Contract term (include all proposed renewals)**

Two events to be held:  
October 11, 2014 and October 31, 2014

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

State of New Jersey  
Department of Military & Veterans Affairs-RPB  
P.O. Box 340  
Trenton, NJ 08625-0340

ID-RPB

Friday, October 3, 2014

SUBJECT: Use of Jersey City Armory

TO: City of Jersey City/Department of Recreation

1. Attached is use agreement number 15157 in triplicate, covering the following:

Date(s): 10/11/2014 - 10/31/2014

Purpose: Special Event

Application Fee \_\_\_\_\_ \$ 75.00

Armorer Fee \_\_\_\_\_ \$1,057.50

Use Fee \_\_\_\_\_ \$4,765.50

Total Fees \_\_\_\_\_ \$5,898.00

2. **The User** assumes full and complete responsibility for the safety of the public during any occupancy, and **must obtain** (if applicable) **an insurance policy** to support their use. The proof/certificate of insurance must cover all injuries and property damage that may be sustained by any person occupying the premises as a result of said use agreement.

3. Insurance policies/certificates **must name the "NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS AND ITS EMPLOYEES"** as **ADDITIONAL INSURED**. Coverage amounts required are as shown on your use agreement and must be provided in advance of use.

4. **Payment is required in advance of use** and must be remitted by CERTIFIED CHECK, BANK CHECK, CASHIER CHECK, or MONEY ORDER made payable to "TREASURER, STATE OF NEW JERSEY, DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS." **No personal checks please and DO NOT SEND CASH.**

5. Please sign and return all three (3) copies of the attached agreement along with payment and proof of insurance. **Please ensure all three original signature agreements are returned.** A fully endorsed copy of the agreement will be returned to you. Documentation **must be received** by this office at least ten (10) days prior to your use.

6. **No use** of the facility will be **allowed without endorsed agreements, payment and proof of insurance.** Other documentation (floor plans, permits and licenses) may be required to support use. Failure to produce the documentation may result in access to the facility being denied.

7. If you have any questions or concerns regarding your use agreement or the requirements to secure use please call us at (609) 530-6906 or (609) 530-6856.

FOR THE ADJUTANT GENERAL:

Office of Real Property  
Rental and Leasing Section

3 Enclosures  
CF: Chief Armorer

**State of New Jersey  
Department of Military & Veterans Affairs-RPB  
P.O. Box 340  
Trenton, NJ 08625-0340**

Date of Use Agreement: Wednesday, August 27, 2014 (Revised 3 Oct 2014)

Use Agreement Number: 15157

This Use Agreement, made and entered into on the above date between the Department of Military and Veterans Affairs, State of New Jersey, (hereinafter Department), and

City of Jersey City/Department of Recreation  
Caven Point Complex-1 Chapel Avenue  
Jersey City, NJ 07305

Robert J. Kakoleski, Acting Business Administrator  
Ryan Strother, Director Dept of Recreation  
(201) 547-4537

hereinafter referred to as the User.

WITNESSETH that the parties hereto for the considerations hereinafter mentioned and agree as follows:

1. The Department hereby leases to the User, space at the following premises for the term and purpose stated:

National Guard Armory: 678 Montgomery Street  
Jersey City, NJ 07306-3395

Dates: Saturday, October 11, 2014 - Friday, October 31, 2014 (See Attached Schedule dated 3 Oct 2014)

Time: Various – (See Attached Schedule dated 3 Oct 2014)

Purpose: Recreation Activities and 4 Special Events

Space Used: Drill floor

Seating Areas Drill Floor Level

Restrooms: All on the drill floor level and on the Summit Avenue side of the building

*Locker rooms during special events only*

*Control room during special events only*

*Seating Areas – second level during special events only*

*Restrooms on the second level - Jordan Avenue side of the building during special events only*

2. The User shall pay the Department, in advance, by Bank, Cashier, Certified Check or Money Order to the Treasurer, State of New Jersey as indicated below:

Application Fee: \$75.00

Total Fees: \$5,898.00

Balance Due: \$1,015.25

Use Fee: \$4,765.00

Payments Made: \$4,882.75

Estimated Armorer Fee: \$1,057.50

The Armorer Fee is for custodial services that include those services required before, during and the after the use. Fee is based upon overtime or premium rates for personnel engaged to perform these services. Additional Fees may be assessed if estimated Armorer fee is not sufficient to cover the required custodial services.

User will be responsible for the payment of any and all fees related to the use of additional space and Armorer fees worked not listed on the original contract.

3. Person of contact for the Department will be: Charles Parsons  
Telephone (201) 433-0619

Any problems or inquiries should be directed to this person.

4. The User shall obtain liability insurance coverage for the period of the use in the following minimum amounts. Insurance policy shall name the New Jersey Department of Military and Veterans' Affairs and its employees as an additional insured.

Insurance: \$1,000,000 Bodily Injury

\$1,000,000 Property Damage

NOTE: Memorandum of Understanding is incorporated into this Use Agreement.

5. The User shall conform and comply with all the conditions set forth in this Use Agreement.
6. Additional paragraphs:
  - a. Thermostats are kept at a daytime setting of 65 degrees and 50 degrees at the close of normal working hours (1630 hours) during the 15 November-1 April heating season.
  - b. User shall be responsible for control of traffic and parking vehicles. Notwithstanding the provisions of this lease, access to the building shall always be available to NJNG and Department personnel to conduct normal New Jersey National Guard business.
  - c. User shall assume all responsibility for damage or loss of Federal or State property caused directly or indirectly by User.
  - d. Cooking on armory premises is prohibited. Servicing of catered meals will be permitted.
  - e. User will provide uniformed security guards for inside and outside armory.
  - f. User will provide attendants in ladies' and men's restrooms.
  - g. Military personnel in uniform are not permitted to attend lease events, except unit sponsored functions, or in the event where a booth is set up by the National Guard for recruitment purposes.
  - h. NO SMOKING WILL BE ALLOWED AT THIS FACILITY.
  - i. The use, sales and/or distribution of alcoholic beverages is prohibited.
7. User shall be solely responsible for obtaining any and all DEPARTMENT OF COMMUNITY AFFAIRS (DCA) local or other permits required. Local permits are not required for functions sponsored by the National Guard or agencies of the State of New Jersey. User is obligated to determine whether State permits are required for all functions not sponsored by the National Guard or the State of New Jersey. User shall produce copies of all permits upon demand of Lessor.
8. User shall be solely responsible for the collection of any and/or all state and federal sales taxes associated with its use of this facility. User shall insure it meets or exceeds all state and/or federal laws.
9. USER MUST OBTAIN APPROPRIATE STATE FIRE PERMITS.
10. By signing the lease agreement, the lessee agrees that he/she shall not perform any renovations, remodeling, or construction in any area of a NJDMAVA facility without first thoroughly reading the O&M Plan for that facility and coordinating such activities through the NJDMAVA Asbestos Program Manager (APM). In addition, the lessee shall not disturb any area of a NJDMAVA facility where Asbestos Containing Material or Presumed Asbestos Containing Material has been identified without first coordinating such activities through the NJDMAVA APM. The Asbestos Management Plan and Statewide Building Survey Report is available at <http://www.nj.gov/military/installations/index.html> for the Lessee review.
11. INDEMNIFICATION
  - a. User shall assume all risk and responsibility for, and agrees to indemnify defend and save harmless the State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the employees of the State of New Jersey and the New Jersey Department of Military and Veterans Affairs, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs, and expenses in connection therewith on account of any loss of life or property, or injury or damages to the person, body or property of a person, persons or entity, which shall arise from or result directly or indirectly from User's use of the leased premises. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this lease. Furthermore, the provision of this indemnification clause shall in no way limit the obligations assumed by User under this use agreement, nor shall they be construed to relieve User from any liability nor preclude the State of New Jersey or the New Jersey Department of Military and Veterans Affairs from taking any other actions available to it under any other provisions of this lease or at law.
  - b. The State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the agents and employees of the State of New Jersey and the Department of Military and Veteran's Affairs, shall under no circumstances be liable to User or any person, partnership, corporation or other entity or instrumentality for injuries, expenses, delays, damages or interference with the other contractual obligations of User or User's employees, agents, independent contractors, or other affiliate which may result from suspension or termination of this lease by the New Jersey Department of Military and Veterans Affairs in accordance with the terms of this lease.

- c. Lessor assumes no responsibility whatsoever for any property brought to the lands by the User, or any other person, independent contractor, partnership, corporation or entity or instrumentality. The Department shall under no circumstances be liable to User or any persons, partnership or other entity for any loss, damage or destruction of property, sustained in connection with the activities conducted by User under this lease.
- d. User hereby agrees to defend, indemnify and save harmless the Department, its officers, agents, and employees, and each and every one of them, from and against all suits, costs (including attorney fees and costs and court costs), claims, expenses, liabilities, and judgments of every kind and description, actually and reasonably incurred, whether threatened, pending, or completed, including claims, suits, costs, expenses and judgments of officers, agents, employees and contractors of the User, and from and against all damages and expenses to which the Department may be subjected by reason of the use of the premises for which this Agreement is made, including without limitation, any claims, suits, costs, expenses and judgments by reason of any damage to or destruction of the environment whatsoever including, without limitation, land, air, water, wildlife and vegetation, including, without limitation, the disturbance of or placement of fill in wetlands, discharges of toxic substances, or any occurrences which constitute violations of Department of Environmental Protection or Environmental Protection Agency Laws or Regulations caused by, resulting from, arising out of or occurring in connection with the use of the leased premises as described in this lease, or any use of which User may notify the Department under the provision of this use agreement, or of any other use User may make of the leased premises, or incidental or appertaining thereto, or in connection with the creation of wetlands by the User. Notwithstanding the above, the obligations assumed by the User herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Department. User further acknowledges the possibility of criminal sanctions for such illegal activity. The obligation of the User under this paragraph shall survive the expiration of the Agreement.
12. THIS USE AGREEMENT IS ISSUED ON A "NO REFUND" BASIS. CANCELLATION OF THE LEASE BY THE NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS WILL NOT AFFECT THIS POLICY.
13. THE ADJUTANT GENERAL OR HIS AUTHORIZED REPRESENTATIVE MAY CANCEL USE AGREEMENT WITHOUT CAUSE, IMMEDIATELY.

In Witness hereof, we have hereunto set out hands and seals the day and year first above written.

STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS.

BY \_\_\_\_\_  
Robert J. Kakoleski,  
Acting Business Administrator  
Municipal City Council

BY \_\_\_\_\_  
JILL ANN PRIAR  
Chief  
Office of Real Property

# MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into by and between the Department of Military and Veterans Affairs (hereinafter referred to as "DMAVA") and the Jersey City Department of Recreation (hereinafter referred to as "JCDR") and supplements the Use Agreement between the parties for use of the Jersey City Armory covering the term of 1 Jul 2014 through 30 Jun 2015.

WHEREAS, DMAVA is the state agency responsible for managing the Jersey City Armory (hereinafter referred to as the "Armory") located at 678 Montgomery Street, Jersey City, New Jersey; and

WHEREAS, JCDR wishes to use and occupy certain space in the Armory for the purpose of operating recreational sports programs for the youth of Jersey City; and

WHEREAS, DMAVA is willing to permit the JCDR to utilize designated space, within the Armory under certain provisions, covenants, terms and conditions; and

WHEREAS, DMAVA has the authority to obligate the Armory to the terms of this MOU pursuant to title: 38A: 12-5. Nonmilitary use; and

WHEREAS, JCDR and DMAVA wish to delineate in writing, the provisions, covenants, terms and conditions by which DMAVA will agree to permit the agency of JCDR use of the Armory.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

## AGENCY RESPONSIBILITIES:

DMAVA agrees to:

1. Support JCDR use on a Non-interrupt basis to the military mission and other scheduled uses.
2. Permit the JCDR use of the following areas to support structured youth sports programs for the youth of Jersey City between the ages of 8 and 18:
  - a. The drill floor
  - b. Seating Areas Drill Floor Level
  - c. Restrooms between seating levels on the Summit Avenue side of the building
  - d. Locker rooms during special events only
  - e. Control room during special events only
  - f. Seating Areas second level during special events only
  - g. Restrooms on the second level, on the Jordan Avenue side of the building during special events only
3. Generate a Use agreement to correspond with this MOU.
4. Allow JCDR use of the facility on a non-interrupt basis to the military in accordance with the schedule provided. No use shall be granted which conflicts with the military, DMAVA or other revenue generating users of the Armory.
5. Review requests for use received from JCDR within 10 business days of receipt and provide written responses with regard to DMAVA's ability to accommodate and estimated costs to support the requested use.
6. Provide a DMAVA representative to keep the Armory open for authorized JCDR use to the greatest extent DMAVA manning resources will allow.
7. Schedule DMAVA representative to support JCDR use at overtime when necessary, to the greatest extent DMAVA manning resources will allow.
8. Provide performance standards associated with services to be provided by JCDR during and after their use.
9. Provide inspection check list to be completed at beginning of each use and again at the conclusion of each use. (copy attached)

JCDR agrees to:

1. Enter into a Use Agreement and provide payment for use and any applicable Armorer's fees associated with use.
2. Provide a certificate of liability insurance naming the New Jersey Department of Military and Veterans Affairs and Its' Employees as additional insured.
3. Not sublet the Armory. Events and use not directly run or funded by JCDR, will require that Department, organization or entity to seek a separate use agreement from DMAVA and provide required payment and insurance in advance of use.
4. Identify all areas of use not specifically listed on Use Agreement to DMAVA POC listed in this MOU for inclusion in the Use Agreement. If additional areas of use are granted, JCDR shall ensure keys to each area are provided to the Chief Armorer for the Jersey City Armory.
5. Provide a calendar of requested dates of use from the start date of the use agreement to the end date of the use agreement, prior to the commencement of start of Use Agreement. Calendar shall identify all JCDR special events. Special events shall be directly related to structured youth sports programs associated with the youth of Jersey City and shall be run and funded by JCDR.
6. Submit requests for additional and/or changed use in the form of a letter at least three weeks in advance of requested change or additional use. These requests shall be consolidated to the greatest extent possible to minimize administrative effort required to process and reply. Requests that involve expanding use will result in additional fees.
7. Ensure use does not interfere with, impair, or prevent the development, maintenance, and operation of the Armory and its safe use.
8. Confine use to the drill floor, drill floor seating area, locker room, and bathrooms during normal recreation use. Bathrooms on the second level on the Jordan Avenue side of the building will only be used for special events.
9. Provide individuals to perform the following porter services during JCDR use of the premise:
  - a. Supervisor and Support Staff
  - b. Restroom Attendant
  - c. Locker Room Attendant
  - d. Crowd Control / Security
  - e. Clean Up after Use
10. Ensure JCDR individuals providing services meet or exceed performance standards provided by DMAVA later in this MOU and as directed by DMAVA representative in charge during use.
11. Shall clean the drill floor as well as all areas of use adjacent to the drill floor to include seating, bathrooms (upper and lower levels) and locker room on a daily basis after completion of use.
12. Shall be required to provide their own paper products, cleaning supplies, trash bags and shall remove all trash at the conclusion of each day. User shall ensure bathrooms and locker room are fully stocked during and at the completion of each use.
13. Assume responsibility for damage(s) that result directly or indirectly from use of the facility.
14. Maintain and keep in good repair the equipment and drill floor. Provide and place protective floor covering for the Basketball Court when not in use by JCDR and as required to support other uses of the facility.
15. Cancel use of the Armory on days the State has declared a snow emergency.
16. Obtain prior approval from the DMAVA regarding any plans for alterations to the Armory. All proposals will be forwarded to the Office of Real Property, P.O. Box 340, Trenton, NJ 08625-0340 to ensure proper coordination and approval is received. Costs of improvements proposed by JCDR will be at the sole expense of JCDR. Proposals for permanent alterations to the Armory by JCDR may require signed sealed architectural and/or engineering drawings and specifications. Such design costs along with the cost of improvements must be funded by JCDR.
17. Provide access, training, and use of the Score Board, to DMAVA representative to support other users of the Armory.
18. Establish and enforce a code of conduct for patrons and workers to follow that includes a prohibition for unruly behavior, and a requirement to demonstrate respectable behavior toward DMAVA representatives.
19. User agrees to adjust their schedule to support DMAVA's ability to generate revenue should the opportunity present.

PRINCIPAL CONTACTS:

For JCDR: Ryan Strother - Director, Department of Recreation  
City of Jersey City  
Caven Point Complex  
1 Chapel Avenue  
Jersey City, New Jersey 07305  
Phone: (201) 547-5269  
Fax: (201) 547-4586  
e-mail: JOEM@jenj.org

For DMAVA: Jill Ann Priar – Chief Real Property Bureau  
NJDMAVA  
(Mailing address) P.O. Box 340 (Physical address) 101 Eggert Crossing Road  
Trenton, NJ 08625-0340 Lawrenceville, NJ 08648-2805  
Phone: (609) 530-6856  
Fax: (609) 530-6880  
e-mail: jill.priar@njdmava.state.nj.us

GENERAL PROVISIONS: All terms and conditions of the Use Agreement associated with this MOU apply.

FOR:

JCDR

DMAVA

\_\_\_\_\_  
Robert J. Kakoleski  
Acting - Business Administrator,  
City of Jersey City

\_\_\_\_\_  
Jill Ann Priar  
Chief – Real Property Bureau

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

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

\_\_\_\_\_  
Ryan Strother  
Director, Department of Recreation

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

## PERFORMANCE STANDARDS

JCDR shall provide one lead staff member to report to the DMAVA Representative on site. This JCDR lead member will supervise the JCDR workforce and will employ a methodical approach to ensure that all areas of use are kept clean and dry, bathrooms are monitored and restocked and access by patrons is restricted to authorized areas of use.

JCDR lead member on arrival shall provide DMAVA on site representative with a list of individuals working and the areas for which they will be responsible.

JCDR lead member shall inspect each area to be used with DMAVA representative and complete check list depicting condition of area to be used prior to start of use.

JCDR lead member shall be responsible for providing written reports to include but not limited to those related to property damage, personal injuries, and accidents as required.

JCDR lead member shall inspect each area used with DMAVA representative and complete check list depicting condition of area after use, before departing the premise.

### GENERAL INSTRUCTIONS FOR ALL STAFF:

No gum, food or drink other than water is allowed on the drill floor. Staff shall observe and enforce this rule.

Damage is to be reported immediately to DMAVA representative. Written reports associated with damage will be required. JCDR shall provide written statement/s regarding damage to the DMAVA representative.

Emergencies are to be reported immediately to DMAVA representative. Facility related emergencies shall be handled on a case by case basis.

JCDR staff will provide constant monitoring and take the steps necessary to ensure floors remain debris free and dry.

JCDR staff shall all be actively engaged in ensuring no patrons enter areas that are not authorized for use.

JCDR staff shall ensure trash cans are lined, liners pulled and replace routinely as needed. Trash is to be taken to the designated area in the basement.

JCDR staff members shall all wear vests, or shirts that clearly and easily identify them as event staff for the duration of their service in the building.

Ingress and egress points are to remain unblocked and doors must be in the closed position when not in use.

Short wave radios/walkie talkies on site can be used to facilitate communications between staff members both JCDR and DMAVA working the use. JCDR lead and DMAVA representative will determine method of communication prior to commencement of use.

### RESTROOM AND LOCKER ROOM ATTENDANTS:

JDCR staff shall maintain a presence in and continuously monitor area during periods of use and ensure appropriate use of facilities.

JCDR staff shall supply and restock consumable products such as hand soap, paper towels, and toilet tissue during facility use.

JCDR staff shall clean as required to maintain sanitary conditions within the space.

JCDR staff shall report damage or malfunctioning equipment or facility systems immediately to the DMAVA representative on site.

At conclusion of each day of use JCDR staff shall ensure areas are thoroughly swept, trash removed and liners replaced. All fixtures, counters, benches, shower stalls and etc must be wiped down and floors mopped with disinfectant.

**CROWD CONTROL AND SECURITY:**

JCDR shall ensure staff members are aware of permitted areas of use. JCDR staff shall ensure that patrons are confined to the areas of use permitted.

JCDR staff will provide information to patrons regarding location of lavatories and locker rooms.

JCDR staff will compel patrons to adhere to a code of conduct that ensures safe and responsible use of the premises.

JCDR is responsible for addressing and handling all safety and security issues apparent during their use.

**CLEAN UP AFTER USE:**

JCDR staff shall ensure all areas used are free of debris and thoroughly swept at the conclusion of each use. All areas of use shall be mopped as needed at the conclusion of each use to ensure floors are free of sticky particles from food, beverages, foot traffic, etc.

JCDR staff shall ensure seats are dry, and clean at the conclusion of each use.

JCDR staff shall ensure that equipment is properly stored at the conclusion of each use.

JCDR

DMAVA

\_\_\_\_\_  
Ryan Strother  
Director, Department of Recreation

\_\_\_\_\_  
Jill Ann Priar  
Chief -- Real Property Bureau

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

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

**Jersey City Armory  
Use Agreement Inspection Checklist - Upper Level**

Name of Porter Service Representative: \_\_\_\_\_  
*Please Print*

Date of Use: \_\_\_\_\_  
Use Agreement # 15157

**Upper Level - Jordan Ave. Side | Upper Level - Summit Ave. Side**

	Men's Rm		Ladies Rm		Men's Rm		Ladies Rm		Men's Rm		Ladies Rm		Men's Rm		Ladies Rm	
	Start	Y/N	Start	Y/N	End	Y/N	End	Y/N	Start	Y/N	Start	Y/N	End	Y/N	End	Y/N
Toilets Clean																
Sinks Clean																
Floor Clean																
Mirror Clean																
Soap Full																
Paper Product Full																
Trash Bins Empty																
Receptacle Bins Empty																
Trash Liners in Place																
Odor of Disinfectant																
Restroom Hallway Clean																
	Start		End						Start		End					
Seating Area Swept																
Seating Area Floor Clean																
Entrance Clean																
Stairwells Clean																
Control Room Clean																
Elevators Clean																
Trash Bin Empty																
Trash Liners in Place																
Trash Removed to Basement																
Damage Noted																

Support Staff Names and Area of Responsibility Provided? YES or NO \_\_\_\_\_

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DMAVA Representative \_\_\_\_\_ Porter Service Representative \_\_\_\_\_

**JERSEY CITY ARMORY**  
**Use Schedule - CITY OF JERSEY CITY**  
**Use Agreement # 15157**

Date of Use	Day of Week	Purpose	Area/s of Use	USE TIMES			ARMORER				
				Start	End	HOURS	Start	End	# Required	HOURS	
11-Oct-14	Saturday	Special Event	Both Tiers & Lockerrooms	12:00 PM	11:59 PM	12	11:30 AM	11:59 PM	1	12.5	
12-Oct-14	Sunday	Special Event	Both Tiers & Lockerrooms	12:00 AM	2:00 AM	2	12:00 AM	2:30 AM	1	2.5	
31-Oct-14	SDO - Friday	Halloween Party	Lower Tier Only	3:30 PM	11:00 PM	7.5	3:00 PM	11:30 PM	1	8.5	
						21.5					23.5

Application Fee:	\$	75.00
Use Fee:		\$4,765.50
Armorer OT:		\$1,057.50
<b>Total Estimate:</b>	<b>\$</b>	<b>5,898.00</b>

21.50 Hrs @ \$217 per hour + Use of Locker Rooms @ \$50.00 Each  
23.50 Hrs @ \$45 per hour

**Estimate Costs**