

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

City Clerk File No. Res. 18-649

Agenda No. 10.A

Approved: JUL 18 2018

TITLE:



RESOLUTION TO ADOPT THE CALENDAR YEAR 2018 MUNICIPAL BUDGET

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, the Calendar Year 2018 Municipal Budget for the City of Jersey City was introduced and approved on March 14, 2018; and

WHEREAS, an amendment to the CY2018 Municipal Budget was introduced on July 10, 2018; and

WHEREAS, the budget amendment was published in The Jersey Journal on July 14, 2018; and

WHEREAS, in accordance with N.J.S.A. 40A:4-8 a public hearing on the proposed amendment was conducted on July 18, 2018 prior to considering adoption of the CY 2018 Municipal Budget.

WHEREAS, in accordance with N.J.S.A. 40A:4-10 the Municipal Council can consider adoption of CY 2018 Municipal Budget after approval from the Director of the Division of Local Government Services.

NOW THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City (by majority of the full membership) adopt the Calendar Year 2018 Municipal Budget.

BE IT FURTHER RESOLVED, that two certified copies of this resolution will be filed in the office of the Director of Local Government Services for certification of the Calendar Year 2018 Municipal Budget so adopted.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON		✓		WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

**2018 MUNICIPAL DATA SHEET
(Must Accompany 2018 Budget)**

MUNICIPALITY: CITY OF JERSEY CITY COUNTY: HUDSON

<u>Steven M. Fulop</u> Mayor's Name	<u>12/31/2021</u> Term Expires
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Governing Body Members	
Name	Term Expires
<u>Rolando Lavarro, Council President</u>	<u>12/31/2021</u>
<u>Joyce Watterman</u>	<u>12/31/2021</u>
<u>Daniel Rivera</u>	<u>12/31/2021</u>
<u>Denise Ridley</u>	<u>12/31/2021</u>
<u>Mira Prinz-Arey</u>	<u>12/31/2021</u>
<u>Richard Boggiano</u>	<u>12/31/2021</u>
<u>Michael Yun</u>	<u>12/31/2021</u>
<u>James Solomon</u>	<u>12/31/2021</u>
<u>Jermaine Robinson</u>	<u>12/31/2021</u>

Municipal Officials	
<u>Robert Byrne</u> Municipal Clerk	<u>1/12/1989</u> Date of Orig. Appt. <u>635</u> Cert No.
<u>C. Anne Doyle</u> Tax Collector	<u>T-1592</u> Cert No.
<u>Donna Mauer</u> Chief Financial Officer	<u>N-0647</u> Cert No.
<u>Mark W. Bednarz</u> Registered Municipal Accountant	<u>547</u> Lic No.
<u>Peter J. Baker</u> Municipal Attorney	

Official Mailing Address of Municipality

City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Please attach this to your 2018 Budget and mail to:

Director, Division of Local Government Services
Department of Community Affairs
PO Box 803
Trenton NJ 08625

Division Use Only

Municode: _____
Public Hearing Date: _____

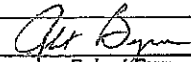
2018
MUNICIPAL BUDGET

Municipal Budget of the City of Jersey City County of Hudson for the Calendar Year 2018.

It is hereby certified the Budget and Capital Budget annexed hereto and hereby made a part hereof is a true copy of the Budget and Capital Budget approved by resolution of the Governing Body on the

 14th day of March , 2018
and that public advertisement will be made in accordance with the provisions of N.J.S. 40A:4-6 and N.J.A.C. 5:30-4.4(d).

Certified by me, this 14th day of March , 2018



Robert Byrne
280 Grove Street

Address
Jersey City, New Jersey 07302

Address
(201) 547-5149

Phone Number

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, and the total of anticipated revenues equals the total of appropriations.

Certified by me, this 14th day of March , 2018


Mark W. Bednarczyk
310 Broadway

 547
RMA
Bayonne, NJ 07002

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original of file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, the total of anticipated revenues equals the total of appropriations and the budget is in full compliance with the Local Budget Law, N.J.S. 40A:4-1 et seq.

Certified by me, this 14th day of March , 2018


Donna Mauer, Chief Financial Officer

DO NOT USE THESE SPACES

CERTIFICATION OF ADOPTED BUDGET *(Do not advertise this Certification form)*
It is hereby certified that the amount to be raised by taxation for local purposes has been compared with the approved Budget previously certified by me and any changes required as a condition to such approval have been made. The adopted budget is certified with respect to the foregoing only.
STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services
Dated: 2018 By:

CERTIFICATION OF APPROVED BUDGET
It is hereby certified that the Approved Budget made part hereof complies with the requirements of law, and approval is given pursuant to N.J.S. 40A:4-79.
STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services
Dated: 2018 By:

MUNICIPAL BUDGET NOTICE

Section 1.

Municipal Budget of the City of Jersey City, County of Hudson for the Calendar Year 2018

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the Year 2018

Be it Further Resolved, that said Budget be published in the JERSEY JOURNAL

in the issue of March 30, 2018

The Governing Body of the CITY of JERSEY CITY does hereby approve the following as the Budget for the year 2018.

RECORDED VOTE

Ayes

RIDLEY
PRINZ-AREY
BOGGIANO
YUN
SOLOMON
ROBINSON
RIVERA
LAVARRO, COUNCIL PRES.

Nays

[Empty box for Nays]

Abstained

[Empty box for Abstained]

Absent

WATTERMAN

Notice is hereby given that the Budget and Tax Resolution was approved by the MUNICIPAL COUNCIL of the CITY

of JERSEY CITY, County of HUDSON, on WEDNESDAY, MARCH 14, 2018

A Hearing on the Budget and Tax Resolution will be held at ANNA & ANTHONY R. MEMORIAL COUNCIL CHAMBERS, 280 GROVE STREET, JERSEY CITY, NJ, on WEDNESDAY, APRIL 11, 2018 at

6:00 o'clock P.M. at which time and place objections to said Budget and Tax Resolution for the year 2018 may be presented by taxpayers or other interested persons

EXPLANATORY STATEMENT

SUMMARY OF CURRENT FUND SECTION OF APPROVED BUDGET

	YEAR 2018
General Appropriations For:(Reference to item and sheet number should be omitted in advertised budget)	XXXXXXXXXXXX
1. Appropriations within "CAPS"-	XXXXXXXXXXXX
(a) Municipal Purposes {(item H-1, Sheet 19)(N.J.S. 40A:4-45.2)}	477,007,466.00
2. Appropriations excluded from "CAPS"	XXXXXXXXXXXX
(a) Municipal Purposes {item H-2, Sheet 28}(N.J.S. 40A:4-45.3 as amended)}	103,729,871.00
(b) Local District School Purposes in Municipal Budget(item K, Sheet 29)	5,561,764.00
Total General Appropriations excluded from "CAPS"(item O, sheet 29)	109,291,635.00
3. Reserve for Uncollected Taxes (item M, Sheet 29) Based on Estimated 98.50% Percent of Tax Collections	7,599,511.00
4 Total General Appropriations (item 9, Sheet 29)	593,898,612.00
5. Less: Anticipated Revenues Other Than Current Property Tax (item 5, Sheet 11) (i.e. Surplus, Miscellaneous Revenues and Receipts from Delinquent Taxes)	344,615,509.00
6. Difference: Amount to be Raised by Taxes for Support of Municipal Budget (as follows)	XXXXXXXXXXXX
(a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes (item 6(a), Sheet 11)	236,746,746.00
(b) Addition to Local District School Tax (item 6(b), Sheet 11)	3,063,404.00
(c) Minimum Library Tax	9,472,953.00

EXPLANATORY STATEMENT - (CONTINUED)
SUMMARY OF 2017 APPROPRIATIONS EXPENDED AND CANCELED

	General Budget			
Budget Appropriations - Adopted Budget	588,877,916.00			
Budget Appropriation Added by N.J.S 40A:4-87	18,284,386.00			
Emergency Appropriations				
Total Appropriations	607,162,302.00			
Expenditures:				
Paid or Charged (Including Reserve for Uncollected Taxes)	587,647,823.00			
Reserved	21,379,466.00			
Unexpended Balances Canceled				
Total Expenditures and Unexpended Balances Cancelled	607,162,302.00			
Overexpenditures*	-			

Explanations of Appropriations for "Other Expenses"

The amounts appropriated under the title of "Other Expenses" are for operating costs other than "Salaries & Wages."

Some of the items included in "Other Expenses" are:

Materials, supplies and non-bondable equipment;

Repairs and maintenance of buildings, equipment, roads, etc.,

Contractual services for garbage and trash removal, fire hydrant service, aid to volunteer fire companies, etc;

Printing and advertising, utility services, insurance and many other items essential to the services rendered by municipal government.

*See Budget Appropriation items so marked to the right of column (Expended 2017 Reserved.)

EXPLANATORY STATEMENT - (CONTINUED)

APPROPRIATIONS CAP CALCULATION

Total General Appropriations for 2017

607,162,302

CAP Base Adjustment

Subtotal

607,162,302

Exceptions to CAP:

Total Other Operations	11,366,755
Total Capital Improvements	300,000
Total Debt Service	67,001,905
Total Approp for School Purpose	7,105,819
Total Public & Private Programs	25,428,817
Judgments	-
Total Deferred Charges	6,932,496
Reserve for Uncollected Taxes	4,880,770
Total Additional Appropriations	
Total Exceptions	123,016,562
Amount on which .1% CAP is Applied	484,145,740
2.5% CAP	12,103,644
CAP Bank	4,494,245
Value of New Construction	3,853,128
Allowable Operating Appropriations before	
Additional Exceptions per NJS 40A:4-45.3	504,596,757
Additional percentage if 3.5% Ordinance Approved	4,841,457
Allowable Operating Appropriations	
NJSA 40A:4-45.14	509,438,214
Fiscal Year In-CAP Appropriations	477,007,466

SUMMARY OF SPLIT FUNCTIONS

In order to comply with statutory and regulatory requirements, the amounts appropriated for certain departments or functions have been split and their parts appear in several places. Those appropriations which have been split are as follows:

Group Health Insurance	
Projected Costs:	107,737,454.00
Less Employee Contb	11,200,000.00
Less Grant Employees Reimb	300,000.00
Less 3rd Party Reimb	600,000.00
Net Group Health Insurance Appropriation:	
Inside Cap -	95,637,454.00
Outside Cap -	
CY17 Budget Appropriation -	95,637,454.00

EXPLANATORY STATEMENT - (CONTINUED)
BUDGET MESSAGE

Levy CAP Calculation

Chapter 62 of the Laws of 2007 imposed a Property Tax Levy CAP which was amended by P.L. 2008, Chapter 6 and further amended by P.L. 2010, Chapter 44 (S-29 R1) approved July 13, 2010. The law (N.J.S.A. 40A:4-45.44 through 45.47) establishes a formula that limits increases in the local unit amount to be raised by taxation for each local unit budget. The budget contained herewith is within the limits imposed by this law and for the City of Jersey City is calculated as follows:

Prior Year Amount to be Raised by Taxation for Municipal Purposes	\$ 228,298,260	Balance (carried forward)	\$ 231,924,067
Cap Base Adjustment (+/-)			
Less: Prior Year Deferred Charges to Future Taxation Unfunded	6,738,978	Less - Cancelled or Unexpended Exclusions	
Less: Prior Year Deferred Charges - Emergencies	6,897,496		
		Adjusted Tax Levy	231,924,067
Less: Changes in Service Provider - Transfer of Service/ Function			
Net Prior Year Tax Levy for Municipal Purpose Tax for Cap Calculation	214,661,786	Additions:	
Plus: 2% Cap Increase	4,293,236	New Ratables - Increased in Valuations	99,079,690.00
Adjusted Tax Levy	218,955,022	Prior Year's Local Municipal Purpose Tax Rate (per \$100)	3.66
		New Ratable Adjustment to Levy	3,630,280
Adjusted Tax Levy Prior to Exclusions	218,955,022		
Exclusions:			
Allowable Shared Service Agreements Increase		Maximum Allowable Amount to be Raised by Taxation	\$ 235,554,347
Allowable Health Insurance Cost Increase	-		
Allowable Pension Obligations Increase	2,763,681	Amount to be Raised by Taxation for Municipal Purposes	\$ 231,790,000
Allowable LOSAP Increase			
Allowable Capital Improvements Increase	1,350,000	Unused CY 2018 Tax Levy Available for Banking (CY 2019 - CY 2021)	\$ 3,764,347
Allowable Debt Service and Capital Leases Increase	2,855,364		
Recycling Tax Appropriation			
Deferred Charges to Future Taxation Unfunded			
Current Year Deferred Charges - Emergencies	6,000,000		
Add Total Exclusions	12,969,045		
Balance (carried forward)	231,924,067		

CURRENT FUND- ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
1. Surplus Anticipated	08-100	26,557,200.00	39,954,250.00	39,954,250.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services	08-101	23,048.00	6,000.00	6,000.00
Total Surplus Anticipated		26,580,248.00	39,960,250.00	39,960,250.00
3. Miscellaneous Revenues - Section A: Local Revenues	XXXXXX		XXXXXXXXXX	
Licenses:	XXXXXX		XXXXXXXXXX	
Alcoholic Beverage Licenses	08-141	832,354.00	630,547.00	832,354.00
Marriage Licenses	08-103	6,753.00	5,751.00	6,753.00
Cable T.V. Franchise Fees	08-612	2,498,917.00	2,476,917.00	2,485,392.00
Hackensack Meadowlands Adjustment	08-609	1,072,851.00	605,487.00	1,072,851.00
Local School Aid	09-207	-	1,953,117.00	1,953,117.00
Advertising Ordinance Fees	08-105	334,618.00	304,747.00	334,618.00
Search Fees	08-106	174.00	255.00	174.00
Lot Cleaning Charges	08-123	12,056.00	80,889.00	12,056.00
Tax Collector's Fees	08-124	50,644.00	30,352.00	35,483.00
Hotel Occupancy Tax	08-107	8,344,737.00	7,687,845.00	8,375,237.00
Landlord Registration	08-195	317,183.00	271,911.00	317,183.00

CURRENT FUND- ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section A: Local Revenues (continued):	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Interest & Cost on Taxes	08-111	1,025,800.00	1,325,488.00	1,025,800.00
Interest on Investments & Deposits	08-112	1,021,914.00	389,004.00	1,021,914.00
Assessor Application Fees	08-125	3,537.00	26,620.00	3,537.00
Sewer & Street Opening Permits	08-127	193,629.00	245,809.00	193,629.00
Swimming Pool Fees	08-129	145,471.00	152,220.00	145,471.00
Skating Rink Fees	08-130	123,192.00	55,007.00	123,192.00
Laundry Licenses	08-131	91,100.00	53,250.00	91,100.00
Vending Machine Licenses	08-132	23,665.00	46,337.00	23,665.00
Food Establishment Licenses	08-133	794,175.00	672,934.00	794,175.00
Hotel/Motel Licenses	08-156	79,840.00	82,335.00	79,840.00
Dine & Dance Permits	08-138	28,000.00	27,000.00	28,000.00
Police Reports ID Bureau Fees	08-135	135,083.00	134,001.00	135,083.00
Hack (Taxicabs & Omnibus) Licenses	08-140	112,415.00	125,840.00	112,415.00
Elevator Inspection Fees	08-139	600,249.00	592,614.00	600,249.00
Site Plan Review Fees	08-145	1,010,013.00	910,546.00	1,010,013.00
Bingo & Raffle Licenses	08-142	11,500.00	15,820.00	11,500.00
		-	-	

CURRENT FUND- ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section A: Local Revenues (continued):	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Mechanical Amusement Devices	08-660	9,625.00	18,000.00	9,625.00
Parking Lot Licenses	08-143	579,227.00	264,341.00	579,227.00
Used Motor Vehicle Dealer Licenses	08-661	30,000.00	75,817.00	30,000.00
Parking Lot Tax	08-136	8,092,843.00	8,021,883.00	8,092,843.00
Parking Enforcement -Lease Fees	08-190	327,504.00	373,773.00	327,504.00
Parking Enforcement - Meter Fees	08-191	1,395,995.00	1,332,186.00	1,395,995.00
Parking Enforcement - Misc. Fees	08-192	1,598,552.00	1,815,364.00	1,598,552.00
Municipal Court Fines	08-108	16,329,597.00	13,592,007.00	16,329,597.00
Passaic Valley Sewerage Commission Incentive	08-213	178,392.00	168,250.00	168,250.00
Interstate Waste	08-170	454,588.00	546,868.00	454,588.00
Dumpster Fee	08-624	34,825.00	66,745.00	34,825.00
Certified Copies Marriage Licenses	08-180	41,285.00	39,625.00	41,285.00
Zoning Permits & Ordinance Copies	08-181	256,455.00	260,065.00	256,455.00
Settlements	08-179	-	650,000.00	-
Death Certificates	08-182	65,265.00	74,925.00	65,265.00
Vacant Property Registration	08-184	138,355.00	223,865.00	138,355.00
Total Section A: Local Revenues	08-001	48,402,378.00	46,426,357.00	50,347,167.00

CURRENT FUND - ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash In 2017
		2018	2017	
3. Miscellaneous Revenues - Section B: State Aid Without Offsetting Appropriations	XXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Consolidated Municipal Property Tax Relief Act	09-206	8,676,538.00	10,408,207.00	10,408,207.00
Energy Receipts Tax (P.L. 1997, Chapters 162 & 167)	09-202	55,168,147.00	53,436,478.00	53,436,478.00
In Lieu of Tax Payment - Garden State Preservation Trust	08-158	15,837.00	15,837.00	15,837.00
Building Aid Allowances for School Aid	09-203	2,498,360.00	3,189,788.00	3,189,788.00
Total Section B: State Aid Without Offsetting Appropriations		66,359,882.00	67,050,310.00	67,050,310.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section C: Dedicated Uniform Construction				
Code Fees Offset with Appropriations(N.J.S. 40A:4-36 & N.J.A.C 5:23-4.17)	XXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Uniform Construction Code Fees	08-137	6,538,637.00	7,889,787.00	6,538,637.00
Special Item of General Revenue Anticipated with Prior Written				
Consent of Director of Local Government Services:	XXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Additional Dedicated Uniform Construction Code Fees Offset with	XXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Appropriations (NJS 40A:4-45.3h and NJAC 5:23-4.17)	XXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Uniform Construction Code Fees				
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations		6,538,637.00	7,889,787.00	6,538,637.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2017
		2018	2017	
3. Miscellaneous Revenues - Section D:Special Items of General Revenue Anticipated				
With Prior Written Consent of the Director of Local Government Services -				
Shared Service Agreements Offset with Appropriations	XXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Total Section D: Shared Service Agreements Offset With Appropriations	11-001	-	-	-

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2017
		2018	2017	
3. Miscellaneous Revenue - Section E: Special Items of General Revenue Anticipated With				
Prior Written Consent of Director of Local Government services - Additional				
Revenue Offset with Appropriations (N.J.S. 40A:4-445.3h)	XXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Total Section E: Special Item of General Revenue Anticipated with Prior Written				
Consent of Director of Local Government Services - Additional Revenues	08-003	-	-	-

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations:	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Healthy Corner Store Initiative	08-989		5,000.00	5,000.00
Make-A-Splash	08-975		3,380.00	3,380.00
Port Security Grant - Police ESU	08-892	19,600.00	163,431.00	163,431.00
YMCA Health	08-994		500.00	500.00
Innovation Team - Bloomberg	08-942	73,443.00	676,394.00	676,394.00
HUD- CDBG	08-984		5,034,144.00	5,034,144.00
HUD- HOME	08-985		1,354,363.00	1,354,363.00
HUD- ESG	08-986		457,848.00	457,848.00
HUD- HOPWA	08-987		2,420,486.00	2,420,486.00
Highlands TDR Feasibility	08-990		40,000.00	40,000.00
Municipal Drug Alliance	08-665		213,903.00	213,903.00
NJDOH - Sexually Transmitted Disease Control	08-703		167,183.00	167,183.00
Drunk Driver Enforcement	08-669	12,411.00	14,625.00	14,625.00
UASI Local Share	08-268		1,710,000.00	1,710,000.00
Recycling Tonnage Grant	08-777	306,936.00	298,152.00	298,152.00
Community Policing	08-993		10,000.00	10,000.00
CSBG	08-897	233,394.00	925,281.00	925,281.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations (Continued):	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Healthy Community	08-969		1,033.00	1,033.00
NJCU Nursing Student Program	08-972			-
Sub-Regional Transportation	08-717		99,328.00	99,328.00
Comprehensive Cancer Control	08-973	26,250.00		-
Food Insecurity Nutrition	08-950		8,425.00	8,425.00
Child Health (CLPPP)	08-657	704,583.00	194,025.00	194,025.00
Healthier JC Program	08-974			-
FEMA Hazard Mitigation	08-959			-
Community Stewardship	08-977			-
Port Security Fire	08-909		225,000.00	225,000.00
Community Courts- Youth	08-978			-
WIC	08-654		1,802,583.00	1,802,583.00
ROID	08-876	10,000.00	20,000.00	20,000.00
Comprehansive Traffic Safety	08-914	27,020.00	26,700.00	26,700.00
Assistance to Firefighters FEMA	08-910			-
Body Armor Replacement	08-686		71,364.00	71,364.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations (Continued):	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Local Safety -Summit Avenue Corridor, Phase III	08-955			-
Local Safety -Communipaw Avenue	08-956		736,383.00	736,383.00
Local Safety -Dr. MLK Blvd, Sec. 2	08-958		399,714.00	399,714.00
Local Safety -Montgomery Street	08-957			-
Recycling Bonus Grant	08-954			-
HCOS Berry Lane Phase V	08-932			-
UASI FFY14	08-588			-
WIC FFY15	08-948			-
STD Education	08-703			-
STD PFY Addtl Funding	08-776			-
Peer Grouping	08-799	40,000.00		-
Municipal Aid- Various Streets	08-801		1,038,402.00	1,038,402.00
Local Safety- Marin Blvd	08-960			-
Local Safety- Oakland/St. Paul's Intersection	08-961			-
Sims Metal Management Donation	08-964			-
Hazardous Materials (HMEP)	08-963			-

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations (Continued):	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Healthy Communities Healthy Citizens	08-969	18,800.00		-
Sub-Regional Studies Project	08-968			-
NJDOH- Woman, Infants & Children (WIC)	08-948			-
Summer Food Program	08-655	754,626.00	626,915.00	626,915.00
Senior Nutrition	08-898	1,086,122.00	1,225,438.00	1,225,438.00
HCOS Public Library	08-988			-
Clean Communities Program	08-873		387,918.00	387,918.00
Emergency Management Agency Assistance	08-945			-
Citywide Adopt-A-Lot	08-970			-
NRPA Out of School	08-971			-
Share Our Strength	08-920			-
Summer Works Initiative	08-922	180,000.00	190,000.00	190,000.00
USTA Youth Tennis	08-881			-
JTPA - Smartsteps	08-798	12,038.00	2,965,248.00	2,965,248.00
AARP Grant	08-632		3,000.00	3,000.00
Distracted Driving Fund	08-943	6,600.00	5,500.00	5,500.00
Cities of Service -VISTA	08-991		25,000.00	25,000.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2017
		2018	2017	
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations (Continued):	XXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Green Acres- Berry Lane Park	08-881		1,100,000.00	1,100,000.00
STD OLP/W	08-990		47,791.00	47,791.00
Body Warn Camera Prog.	08-992		100,000.00	100,000.00
Transit Village	08-820		220,000.00	220,000.00
Sandy Recovery - FEMA Match	08-622	404,774.00		
Sustainable Jersey - Gardiner Environmental Fund	08-940	30,000.00		
SAFER - Firefighters Hiring Grant	08-842	8,390,000.00		
Apple Tree House - NJCH	08-623	5,000.00		
Apple Tree House - HCHPP	08-433	6,500.00		
Family Health Initiative - Shaping N/Healthy Communities	08-908	20,000.00		
The Conservation Fund - CSX Transporting Healthy Food	08-907	10,000.00		
The Hartford - Junior Fire Marshal Program	08-856	10,000.00		
Healthiest Cities & Counties Challenge (HCCO) - APHA	08-853	10,000.00		
Arbor Day Tree (NJSEA)	08-742	1,000.00		
Summer Expansion Program (JUDP)	08-722	20,000.00		
NEA Big Read	08-723	15,000.00		
COPS Hiring (FY 2016)	08-916	1,875,000.00		
Total Section F: Special Items of General Revenue Anticipated with Prior Written		14,309,097.00	25,014,457.00	25,014,457.00
Consent of Director of Local Government Services - Public and Private Revenues				

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
70 Columbus LLC	08-492	1,509,139.00	1,500,000.00	1,509,139.00
Athena JC UR	08-224	2,332,029.00	2,518,008.00	2,569,525.00
Grove Point Condo Urban Renewal	08-225	600,407.00	618,818.00	654,385.00
Erie-Tenth Urban Renewal	08-226	451,213.00	434,280.00	443,402.00
Greene Street UR, LLC	08-227	259,536.00	247,692.00	250,203.00
Liberty Harbor North UR (Metro Homes) (Gulls Cove)	08-229	3,913,832.00	2,712,277.00	3,227,499.00
Liberty Harbor North Condo UR 4 LLC	08-231	1,011,212.00	1,031,680.00	1,084,266.00
Liberty Harbor North Brownstones	08-234	843,750.00	889,510.00	926,719.00
95 Van Dam St. UR LLC (The Foundry)	08-236	846,238.00	656,681.00	779,432.00
Lafayette Community LP	08-237	110,000.00	269,887.00	324,738.00
159 Second St UR, LLC (Waldo Lofts)	08-238	785,541.00	754,135.00	819,140.00
Centex Homes (475 Claremont Lofts)	08-240	506,774.00	577,204.00	563,939.00
Newport Shore Club South	08-242	2,190,780.00	2,250,955.00	2,295,500.00
Montgomery Greene UR, LLC	08-282	1,021,166.00	1,010,460.00	1,092,856.00
H.P. Roosevelt UR LLC	08-283	580,000.00	587,222.00	596,671.00
Hovnanian	08-285	652,163.00	646,370.00	666,498.00
LF Fam P3 (Barbara Place)	08-298	51,939.00	51,482.00	51,939.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash In 2017
		2018	2017	
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	XXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Second Street Waterfront	08-289	2,033,395.00	2,205,161.00	2,294,554.00
Storms Avenue Elderly Apts. LP (YWCA Apts.)	08-291	75,647.00	63,689.00	75,647.00
Block 284 North U.R. LLC AKA ST. FRANCIS	08-292	1,008,692.00	923,750.00	988,337.00
Lafayette Senior Living	08-299	12,300.00	12,300.00	12,659.00
254 Bergen Avenue	08-300	18,590.00	18,590.00	23,238.00
Salem Lafayette Associates	08-302	550,000.00	550,000.00	566,385.00
Unico Apartments	08-303	300,006.00	300,006.00	296,788.00
Mt. Carmel Guild (Ocean Towers)	08-304	125,000.00	162,464.00	148,321.00
Vector U.R. Assoc. I (Harborspire I)	08-305	4,372,476.00	4,535,296.00	4,649,159.00
Villa Borinquen (Puerto Rican Lutheran)	08-306	377,338.00	375,000.00	377,338.00
Plaza Apartments	08-308	38,000.00	76,000.00	76,810.00
Path	08-309	86,729.00	86,729.00	86,729.00
Battery View Sr.	08-310	314,869.00	287,549.00	285,059.00
Jones Hall Assoc.	08-312	131,400.00	131,400.00	138,330.00
Summit Plaza Apartments	08-313	115,000.00	136,359.00	138,330.00
Jersey Heights Realty	08-314	68,000.00	41,667.00	43,367.00
Port Authority of New York/New Jersey	08-316	2,336,305.00	736,305.00	736,305.00
Muehlenberg Gardens Seniors	08-317	63,500.00	127,000.00	127,464.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCCA	Anticipated		Realized in Cash in 2017
		2018	2017	
3. Miscellaneous Revenues - Section G: Special Items of General				
Revenue Anticipated with Prior Written Consent of Director of Local				
Government Services - Other Special Items (continued):	XXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Bergen Manor Associates (Expired 2017)	08-318	-	26,600.00	26,137.00
Kennedy Manor Associates (Expired 2017)	08-319	-	19,159.00	14,370.00
Montgomery Gateway I	08-320	300,000.00	271,215.00	271,215.00
Montgomery Gateway II	08-321	326,067.00	326,161.00	326,161.00
Fairview Associates	08-323	112,724.00	179,062.00	179,062.00
Kennedy Blvd. Associates	08-327	230,000.00	234,287.00	234,287.00
Brunswick Estates	08-328	170,000.00	190,257.00	154,950.00
2854 Kennedy Blvd. LLC	08-330	179,100.00	183,690.00	179,600.00
NC Housing Associates #100	08-340	1,096,403.00	1,059,220.00	1,096,403.00
NC Housing Associates #200	08-341	1,609,000.00	1,557,426.00	1,605,630.00
475 Claremont Lofts	08-339	203,131.00	228,248.00	226,218.00
412-420 MLK Drive, LLC (The Auburn)	08-342	4,825.00	4,529.00	-
Port Liberte (Expired 2016)	08-343	-	8,453.00	8,454.00
Hotel at Newport UR LLC (Westin)	08-344	863,000.00	867,000.00	871,080.00
Volunteers of America	08-346	129,022.00	129,022.00	129,022.00
Lafayette Family Phase II (Pacific Court)	08-348	50,000.00	51,699.00	50,685.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Portside Urban Renewal	08-349	2,542,209.00	2,542,219.00	2,555,979.00
Toy Factory Apartments LP	08-352	29,795.00	30,610.00	29,795.00
Ocean Bayview I Urban Renewal	08-360	17,178.00	17,178.00	17,178.00
Rialto Capital UR LLC	08-361	1,257,644.00	1,313,119.00	1,288,053.00
Sienna Urban Renewal	08-363	946,351.00	872,449.00	884,187.00
30 River Court East	08-365	2,190,000.00	2,178,072.00	2,197,917.00
20 River Court West	08-366	1,960,000.00	2,007,307.00	1,975,067.00
Newport Office Center III	08-367	2,046,000.00	2,044,000.00	1,947,752.00
Newport Office Center IV	08-368	3,250,000.00	3,300,000.00	3,145,332.00
90 Hudson Urban Renewal	08-369	3,060,000.00	3,201,718.00	3,159,356.00
70 Hudson St.	08-370	3,100,000.00	3,084,455.00	3,043,651.00
Portofino Towers/Portofino Waterfront UR	08-371	3,092,529.00	2,652,871.00	3,162,569.00
Marbella Tower Urban Renewal Associates	08-373	2,104,582.00	2,224,315.00	2,104,582.00
Sugar House	08-375	1,090,097.00	1,136,112.00	1,215,765.00
74 Grand Street	08-378	1,557,730.00	1,637,880.00	1,557,730.00
TCR Pier Urban Renewal	08-383	1,178,330.00	1,001,591.00	1,011,990.00
Arlington Arms Apts.	08-385	38,850.00	38,850.00	38,850.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash In 2017
		2018	2017	
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	XXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Padua Court	08-386	24,328.00	24,328.00	34,449.00
James Monroe (Expired 2017)	08-397	-	3,683,166.00	3,769,187.00
Grandview Terrace (Expired 2017)	08-390	-	140,414.00	238,692.00
Equality Housing	08-391	144,407.00	143,798.00	144,407.00
Audobon Park Associates	08-392	145,200.00	145,941.00	145,272.00
Lafayette Family URA LLC (Woodward Terrace)	08-393	51,718.00	52,752.00	51,718.00
Van Wagenen II	08-394	130,000.00	135,797.00	135,797.00
Mid City Apt. UR II	08-402	7,825.00	8,080.00	7,825.00
AHM Housing Assoc.	08-337	36,666.00	37,000.00	36,666.00
Resurrection House	08-404	17,377.00	17,377.00	17,377.00
Euell Development	08-405	4,165.00	4,164.00	4,165.00
Arlington Gardens	08-406	60,000.00	59,335.00	75,131.00
Villa Borinquen II	08-407	46,714.00	46,415.00	46,714.00
Lutheran Residence Corp	08-408	8,146.00	8,002.00	8,146.00
Town Cove North Urban Renewal	08-411	2,000,000.00	2,030,076.00	1,927,256.00
Mid-City Apartments UR I	08-412	11,672.00	11,769.00	11,672.00
Monaco South	08-287	880,000.00	939,476.00	673,472.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Monaco North	08-288	850,445.00	891,468.00	850,445.00
Liberty Towers UR (Formerly Essex Waterfront)	08-437	3,510,000.00	3,376,924.00	3,711,896.00
Pilot Application Fees	08-438	1,500,000.00	1,972,196.00	2,601,958.00
Call Harbor Plaza IV (Settlement)	08-440	549,000.00	1,020,000.00	1,248,780.00
Call Harbor Plaza V (Settlement)	08-441	2,300,000.00	4,170,000.00	4,975,523.00
Call Harbor South Pier (Settlement)	08-442	-	985,188.00	985,189.00
99 Rutgers Avenue	08-443	11,409.00	9,809.00	11,409.00
Bramhall Urban Renewal	08-445	53,160.00	90,255.00	53,160.00
Plaza #10 Urban Renewal	08-447	2,400,000.00	2,400,000.00	2,303,954.00
Raine Court Urban Renewal	08-448	216,634.00	162,307.00	220,183.00
Atrium Hamilton Park (Expired 2017)	08-450	-	152,000.00	99,859.00
HP Lincoln Urban Renewal	08-452	648,104.00	639,519.00	648,104.00
Fulton's Landing (PulteHomes UR, LLC)	08-453	896,605.00	761,730.00	788,202.00
Majestic Theatre	08-457	383,756.00	308,090.00	311,620.00
769 Montgomery Street UR, LLC	08-351	163,956.00	137,729.00	143,839.00
AH Moore Phz II	08-335	12,453.00	26,066.00	12,453.00
Forrest Sr Citizens	08-476	42,342.00	43,063.00	42,342.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2017
		2018	2017	
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Grand Liberty Harbor	08-386	971,990.00	906,359.00	971,990.00
RAV Group LLC	08-345	12,544.00	12,637.00	12,544.00
Provost Square UR	08-486	1,197,210.00	1,316,000.00	1,197,210.00
Fairmount Hotel	08-415	31,652.00	32,491.00	31,652.00
New Community Hudson Seniors- 33 O	08-417	26,266.00	28,762.00	27,955.00
Town Cove South UR (Pinnacle Towers)	08-418	2,182,552.00	2,272,875.00	2,317,653.00
Hudson Palisades UR	08-279	41,319.00	42,652.00	47,489.00
Newport Office Center V	08-420	3,400,000.00	3,188,348.00	3,033,573.00
Newport Office Center VI	08-421	1,262,039.00	972,320.00	1,452,721.00
Newport Office Center VII	08-422	2,774,657.00	2,772,458.00	2,774,657.00
Liberty Waterfront	08-423	1,367,748.00	1,456,103.00	1,508,690.00
30 Hudson Street	08-425	4,500,000.00	4,890,129.00	4,420,115.00
Project HOME Urban Renewal	08-427	20,756.00	18,851.00	20,756.00
Mercury UR	08-410	305,303.00	289,000.00	305,303.00
T.C.R. JC I Urban Renewal	08-431	898,000.00	1,138,537.00	1,142,057.00
25 River Drive Urban Renewal	08-432	2,020,000.00	2,119,072.00	2,042,403.00
BR Orphanum	08-451	388,079.00	411,719.00	388,079.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Port Liberte II	08-435	4,078,474.00	4,000,000.00	3,027,222.00
GenesisJC (Webb)	08-471	12,042.00	12,105.00	12,042.00
J.H. & R.C. Senior Homes	08-413	9,407.00	9,733.00	9,407.00
BR Paramount	08-455	531,974.00	565,628.00	531,974.00
BR Tower	08-465	212,000.00	289,811.00	283,040.00
St Pauls LLC (Expired 2017)	08-478	-	63,790.00	79,757.00
Kennedy Lofts	08-485	107,000.00	102,202.00	94,890.00
Pacific Landing	08-487	5,688.00	3,496.00	5,688.00
Chosen Estates (Expired 2017)	08-488	-	18,461.00	12,143.00
Pointe Developers (Expired 2017)	08-489	-	2,235.00	-
Glennview Townhomes II	08-496	76,936.00	78,475.00	76,936.00
109 Christopher Columbus (Expired 2017)	08-497	-	71,290.00	72,966.00
Nams Developers (Expired 2017)	08-499	-	32,700.00	22,060.00
Bergen Court	08-502	8,924.00	2,280.00	8,924.00
St. Bridgets	08-504	15,427.00	22,798.00	15,427.00
148 First St. UR	08-505	169,892.00	171,662.00	169,892.00
Grand LHN I	08-507	850,000.00	854,579.00	830,272.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Goya 75th	08-508	467,755.00	472,053.00	467,755.00
Capital Development (Expired 2017)	08-509	-	27,000.00	23,723.00
Greenville Steering Committee UR	08-605	10,097.00	10,000.00	10,097.00
Marbella Tower II	08-494	1,097,729.00	500,000.00	1,134,117.00
Gargant Corp (Expired 2017)	08-510	-	53,586.00	96,502.00
Athena 110 UR	08-428	1,134,000.00	1,134,000.00	983,488.00
AH Moore PH 1 (G. Robinson)	08-290	31,123.00	39,988.00	31,123.00
Let's Celebrate	08-458	48,950.00	49,131.00	48,950.00
140 Bay Street	08-459	408,883.00	414,750.00	443,404.00
700 Grove Street	08-460	1,818,939.00	2,008,101.00	2,079,105.00
Liberty Point	08-461	338,067.00	249,330.00	237,278.00
Bostwick Court UR Assoc. LLP	08-462	80,281.00	81,937.00	80,281.00
Henderson Lofts	08-463	746,684.00	709,096.00	723,927.00
K. Hovnanian at 77 Hudson St. UR, Co. LLC	08-467	5,065,876.00	5,279,777.00	5,461,594.00
EQR at 77 Hudson Street	08-466	2,982,734.00	3,003,407.00	2,982,734.00
Shore Club North	08-470	2,350,017.00	2,353,417.00	2,422,514.00
ACC Tower 1A (American Can)	08-472	626,324.00	724,601.00	743,669.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Port Authority Global Terminal	08-481	1,360,030.00	1,360,030.00	1,360,030.00
Aqua UR Co. LLC	08-477	1,380,000.00	1,137,176.00	1,402,040.00
Fred W. Martin Apt	08-482	32,600.00	52,000.00	38,683.00
272 Grove St.	08-295	300,000.00	302,000.00	1,090,321.00
160 First St. UR	08-506	585,736.00	684,000.00	597,646.00
S.E. Management LLC	08-513	35,325.00	23,257.00	35,325.00
Ocean Green Senior	08-514	13,955.00	8,453.00	13,955.00
Senate Place UR	08-517	378,000.00	378,000.00	277,957.00
Cheesecake Lofts	08-524	171,273.00	94,500.00	193,156.00
Jwala Ma	08-522	6,898.00	3,388.00	6,898.00
Jagdamba Ma Sixth LLC	08-523	4,557.00	3,970.00	4,557.00
360 Ninth St.	08-525	150,158.00	161,000.00	150,158.00
Harborside Unit A	08-491	1,225,000.00	350,000.00	810,306.00
294 Newark LLC	08-511	78,000.00	109,823.00	108,131.00
Warren at York	08-512	750,000.00	664,892.00	637,175.00
Journal Square I UR	08-501	450,000.00	450,000.00	450,000.00
68 Erie Street	08-966	106,476.00	73,138.00	157,631.00

GENERAL REVENUES

3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Other Special Items	FCOA	Anticipated		Realized in Cash 2017
		2018	2017	
CAPACII	XXXXXXX 08-998	XXXXXXXXXX 55,000.00	XXXXXXXXXX 62,000.00	XXXXXXXXXX 57,234.00
Grand Storage	08-997	100,000.00	42,332.00	50,036.00
One Exchange	08-996	720,819.00	-	-
LHN Owner 33 Park	08-364	1,250,000.00	-	-
3 JSQ	08-414	470,000.00	-	-
Dart Ma Newkirk UR	08-446	14,000.00	-	-
Chosen Cardos	08-490	76,000.00	-	-
234 Suydam	08-965	137,000.00	-	-
Columbus Hotel UR	08-999	446,000.00	-	-
Lincoln UR (Hudson Pointe)	08-429	2,691,693.00	-	-
Lincoln (North Pier)	08-430	592,972.00	-	-
Ratan JC UR	08-314	122,010.00	-	-
TOTAL P.L.O.T. REVENUE		139,913,455.00	138,018,625.00	142,315,447.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2017
		2018	2017	
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Other Special Items				
Sale of Municipal Property-Land Sales	08-121	12,000,000.00	10,000,000.00	10,102,827.00
United Water Reimbursement Water Operations	08-117	346,105.00	325,444.00	346,105.00
MUA Franchise Concession Payment	08-113	21,000,000.00	21,000,000.00	21,000,000.00
MUA Water Debt Service Payment	08-114	5,250,244.00	5,189,955.00	5,189,955.00
Uniform Fire Safety Act	08-134	250,000.00	250,000.00	250,000.00
BABs Federal Credit	08-981	-	1,772,239.00	1,768,300.00
RZEDB Federal Credit	08-982	-	196,715.00	196,503.00
Stop the Drop	08-200	-	140,000.00	140,000.00
Reserve Summer Youth Program	08-193	-	1,000,000.00	1,000,000.00
Reserve Youth Court Program	08-194	-	125,000.00	125,000.00
City Government Summer Seasonal Program	08-196	-	75,000.00	75,000.00
MLK Community Center	08-197	105,000.00	206,405.00	206,405.00
Reserve Parking Authority	08-198	10,160.00	229,476.00	229,476.00
Reserve for Payment of Debt	08-126	1,200,000.00	-	-
MUA Stormwater Catch Basins	08-255	700,000.00	700,000.00	700,000.00
Reserve for Abatement Buy-up		1,535.00	-	-
Reserve for JCIA		453,742.00	-	-
Total Section G: Special Items of General Revenue Anticipated with Prior Written		181,230,341.00	179,228,860.00	183,645,018.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2018	2017	in 2017
Summary of Revenues	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
1. Surplus Anticipated (Sheet 4, #1)	08-101	26,557,200.00	39,954,250.00	39,954,250.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services(sheet 4, #2)	08-102	23,048.00	6,000.00	6,000.00
3. Miscellaneous Revenues	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Total Section A: Local Revenues	08-001	48,402,378.00	46,428,357.00	50,347,167.00
Total Section B: State Aid Without Offsetting Appropriations	09-001	66,358,882.00	67,050,310.00	67,050,310.00
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations	08-002	6,538,637.00	7,889,787.00	6,538,637.00
Special items of General Revenue Anticipated with Prior Written Consent of				
Total Section D: Director of Local Government Services - Shared Service Agreements	11-001	-	-	-
Special items of General Revenue Anticipated with Prior Written Consent of				
Total Section E: Director of Local Government Services-Additional Revenues	08-003	-	-	-
Special items of General Revenue Anticipated with Prior Written Consent of				
Total Section F: Director of Local Government Services-Public and Private Revenues	10-001	14,309,097.00	25,014,457.00	25,014,457.00
Special items of General Revenue Anticipated with Prior Written Consent of				
Total Section G: Director of Local Government Services-Other Special Items	08-004	181,230,341.00	179,228,860.00	183,645,018.00
Total Miscellaneous Revenues	13-099	316,839,335.00	325,609,771.00	332,595,589.00
4. Receipts from Delinquent Taxes	15-499	1,195,926.00	812,309.00	1,828,795.00
5. Subtotal General Revenues (Items 1,2,3 and 4)	13-199	344,615,509.00	366,382,330.00	374,384,634.00
6. Amount to be Raised by Taxes for Support of Municipal Budget:	XXXXXXXX			
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	07-190	236,746,746.00	228,298,260.00	229,932,462.00
b) Addition to Local District School Tax	07-191	3,063,404.00	3,916,031.00	3,916,031.00
c) Minimum Library Tax	07-192	9,472,953.00	8,565,681.00	8,565,681.00
Total Amount to be Raised by Taxes for Support of Municipal Budget	07-199	249,283,103.00	240,779,972.00	242,414,174.00
7. Total General Revenues	13-299	593,898,612.00	607,162,302.00	616,798,808.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS"	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
OFFICE OF THE MAYOR							
MAYOR'S OFFICE	20-110						
Salaries & Wages		1,100,000.00	1,141,499.00		1,141,499.00	1,051,411.00	90,088.00
Other Expenses		35,700.00	35,700.00		35,700.00	15,650.00	20,050.00
RESIDENT RESPONSE CENTER	20-111						
Salaries & Wages		876,029.00	819,497.00		834,497.00	826,992.00	7,505.00
Other Expenses		69,488.00	133,773.00		133,773.00	56,644.00	77,129.00
CULTURAL AFFAIRS	20-112						
Salaries & Wages		600,000.00	540,651.00		540,651.00	518,448.00	22,203.00
Other Expenses		235,572.00	146,500.00		146,500.00	142,577.00	3,923.00
OFFICE OF THE MAYOR		2,916,789.00	2,817,620.00	-	2,832,620.00	2,611,722.00	220,898.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
CITY CLERK & MUNICIPAL COUNCIL							
OFFICE OF THE CITY CLERK	20-120						
Salaries & Wages		879,897.00	865,351.00		880,351.00	865,082.00	15,269.00
Other Expenses		96,100.00	96,530.00		96,530.00	83,665.00	12,865.00
General & Primary Election	20-121	100,000.00	100,000.00		100,000.00	96,874.00	3,126.00
Municipal Election	20-122	-	250,000.00		300,000.00	111,142.00	188,858.00
MUNICIPAL COUNCIL	20-123						
Salaries & Wages		754,651.00	589,485.00		599,485.00	597,321.00	2,164.00
Other Expenses		101,350.00	101,350.00		101,350.00	97,254.00	4,096.00
ANNUAL AUDIT	20-135						
Other Expenses		299,000.00	299,000.00		299,000.00	299,000.00	
TOTAL CITY CLERK & COUNCIL		2,230,998.00	2,301,716.00	-	2,376,716.00	2,150,338.00	226,378.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF HUMAN RESOURCES							
DIRECTOR'S OFFICE	20-115						
Salaries & Wages		190,000.00	191,715.00		199,715.00	194,539.00	5,176.00
Other Expenses		-	2,200.00		2,200.00	1,789.00	411.00
WORKFORCE MANAGEMENT	20-116						
Salaries & Wages		690,000.00	688,625.00		688,625.00	664,352.00	24,273.00
Other Expenses		398,431.00	282,950.00		282,950.00	262,205.00	20,745.00
HEALTH BENEFITS	20-117						
Salaries & Wages		214,403.00	172,993.00		172,993.00	167,488.00	5,505.00
Other Expenses		6,100.00	3,300.00		3,300.00	3,105.00	195.00
PENSION	20-118						
Salaries & Wages		270,096.00	260,946.00		268,946.00	263,265.00	5,681.00
Other Expenses		7,500.00	5,500.00		5,500.00	3,469.00	2,031.00
PAYROLL	20-119						
Salaries & Wages		519,606.00	497,341.00		502,341.00	495,154.00	7,187.00
Other Expenses		6,600.00	6,800.00		6,800.00	3,866.00	2,934.00
TOTAL: DEPARTMENT OF HUMAN RESOURCES		2,302,736.00	2,112,370.00	-	2,133,370.00	2,059,232.00	74,138.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF ADMINISTRATION							
ADMINISTRATOR'S OFFICE	20-100						
Salaries & Wages		1,927,130.00	1,493,205.00		1,493,205.00	1,459,025.00	34,180.00
Other Expenses		178,100.00	56,400.00		56,400.00	39,841.00	16,759.00
MANAGEMENT & BUDGET	20-101						
Salaries & Wages		550,612.00	473,653.00		478,653.00	473,213.00	5,440.00
Other Expenses		200,090.00	215,090.00		215,090.00	180,921.00	34,169.00
PURCHASING & CENTRAL SERVICES	20-102						
Salaries & Wages		665,604.00	679,516.00		679,516.00	604,365.00	75,151.00
Other Expenses		87,900.00	75,315.00		75,315.00	74,209.00	1,106.00
REAL ESTATE	20-103						
Salaries & Wages		143,573.00	134,423.00		134,423.00	116,634.00	17,789.00
Other Expenses		12,900.00	14,400.00		14,400.00	6,573.00	7,827.00
COMMUNICATIONS	20-106						
Salaries & Wages		605,242.00	517,517.00		525,517.00	513,222.00	12,295.00
Other Expenses		28,501.00	16,600.00		16,600.00	9,648.00	6,952.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF ADMINISTRATION (CONTINUED)							
UTILITY MANAGEMENT	20-107						
Salaries & Wages		355,794.00	325,444.00		380,444.00	355,052.00	25,392.00
Other Expenses							
RISK MANAGEMENT	20-109						
Salaries & Wages		185,000.00	159,991.00		174,991.00	168,400.00	6,591.00
Other Expenses		1,250.00	1,250.00		1,250.00	716.00	534.00
INFORMATION TECHNOLOGY	20-140						
Salaries & Wages		950,000.00	938,093.00		948,093.00	943,822.00	4,271.00
Other Expenses		948,800.00	1,175,400.00		1,175,400.00	845,083.00	330,317.00
MUNICIPAL COURT	43-490						
Salaries & Wages		4,348,248.00	3,939,021.00		3,839,021.00	3,836,393.00	2,628.00
Other Expenses		178,200.00	178,700.00		178,700.00	135,517.00	43,183.00
PUBLIC DEFENDER	43-495						
Salaries & Wages		120,000.00	90,660.00		98,660.00	93,129.00	5,531.00
Other Expenses		302,000.00	301,000.00		301,000.00	179,748.00	121,252.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated			Expended 2017		
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF ADMINISTRATION (CONTINUED)							
COLLECTIONS	20-145						
Salaries & Wages		739,948.00	783,099.00		783,099.00	739,854.00	43,245.00
Other Expenses		181,749.00	145,000.00		155,000.00	98,859.00	56,141.00
ARCHITECTURE	20-104						
Salaries & Wages		819,551.00	768,096.00		768,096.00	670,898.00	97,198.00
Other Expenses		32,500.00	30,750.00		30,750.00	20,764.00	9,986.00
ENGINEERING	20-105						
Salaries & Wages		1,882,548.00	1,939,632.00		1,839,632.00	1,644,961.00	194,671.00
Other Expenses		1,767,579.00	1,719,829.00		1,719,829.00	1,361,858.00	357,971.00
ACCOUNTS & CONTROL	20-134						
Salaries & Wages		595,000.00	555,339.00		555,339.00	542,137.00	13,202.00
Other Expenses		11,625.00	11,290.00		11,290.00	8,880.00	2,410.00
TREASURY & DEBT MANAGEMENT	20-131						
Salaries & Wages		248,000.00	238,976.00		253,976.00	242,915.00	11,061.00
Other Expenses		4,372.00	5,220.00		5,220.00	4,727.00	493.00
TOTAL: DEPARTMENT OF ADMINISTRATION		18,071,816.00	16,982,909.00		16,908,909.00	15,371,164.00	1,537,745.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
OFFICE OF THE TAX ASSESSOR							
TAX ASSESSOR	20-150						
Salaries & Wages		961,629.00	991,018.00		916,018.00	860,311.00	55,707.00
Other Expenses		327,777.00	277,820.00		277,820.00	253,593.00	24,227.00
Revaluation					-		
TOTAL: OFFICE OF THE TAX ASSESSOR		1,289,406.00	1,268,838.00	-	1,193,838.00	1,113,904.00	79,934.00
DEPARTMENT OF LAW	20-155						
LAW DEPARTMENT							
Salaries & Wages		3,562,912.00	3,265,021.00		3,265,021.00	3,205,190.00	59,831.00
Other Expenses		912,430.00	803,830.00		888,830.00	749,649.00	139,181.00
TOTAL: DEPARTMENT OF LAW		4,475,342.00	4,068,851.00		4,153,851.00	3,954,839.00	199,012.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF PUBLIC WORKS							
DIRECTOR'S OFFICE	26-290						
Salaries & Wages		2,202,346.00	1,920,339.00		2,050,339.00	2,050,333.00	6.00
Other Expenses		20,770,148.00	20,376,000.00		20,376,000.00	20,124,501.00	251,499.00
PARK MAINTENANCE	28-375						
Salaries & Wages		2,461,605.00	2,482,534.00		2,357,534.00	2,263,149.00	94,385.00
Other Expenses		748,100.00	728,100.00		728,100.00	539,065.00	189,035.00
BUILDING & STREET MAINTENANCE	26-291						
Salaries & Wages		3,584,376.00	3,029,221.00		3,129,221.00	3,129,114.00	107.00
Other Expenses		2,585,500.00	2,383,500.00		2,633,500.00	2,546,662.00	86,838.00
AUTOMOTIVE SERVICES	26-315						
Salaries & Wages		2,300,855.00	1,790,774.00		1,950,774.00	1,949,787.00	987.00
Other Expenses		5,133,350.00	4,855,500.00		5,155,500.00	5,049,576.00	105,924.00
SANITATION	26-292						
Salaries & Wages		5,252,854.00	4,616,905.00		4,926,905.00	4,905,068.00	21,837.00
Other Expenses		2,122,000.00	3,365,000.00		2,815,000.00	1,681,396.00	1,133,604.00
NEIGHBORHOOD IMPROVEMENT	26-293						
Salaries & Wages		1,486,212.00	1,352,100.00		1,352,100.00	1,259,763.00	92,337.00
Other Expenses		59,000.00	49,000.00		49,000.00	36,463.00	12,537.00
TOTAL: DEPARTMENT OF PUBLIC WORKS		48,706,346.00	46,948,973.00	-	47,523,973.00	45,534,877.00	1,989,096.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated			Expended 2017		
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF RECREATION							
DIRECTOR'S OFFICE	28-370						
Salaries & Wages		4,322,068.00	4,016,311.00		4,016,311.00	3,752,091.00	264,220.00
Other Expenses		610,285.00	578,615.00		593,615.00	546,214.00	47,401.00
TOTAL: DEPARTMENT OF RECREATION		4,932,353.00	4,594,926.00		4,609,926.00	4,298,305.00	311,621.00
DEPARTMENT OF HEALTH & HUMAN SERVICES							
DIRECTOR'S OFFICE	27-330						
Salaries & Wages		986,016.00	800,495.00		805,495.00	786,980.00	18,515.00
Other Expenses		393,700.00	397,250.00		397,250.00	331,110.00	66,140.00
ENVIRONMENTAL HEALTH	27-331						
Salaries & Wages		1,216,085.00	1,074,280.00		1,412,280.00	1,373,360.00	38,920.00
Other Expenses		60,350.00	60,350.00		60,350.00	38,127.00	22,223.00
DISEASE PREVENTION	27-333						
Salaries & Wages		630,711.00	678,630.00		678,630.00	600,454.00	78,176.00
Other Expenses		86,600.00	81,955.00		81,955.00	65,963.00	15,992.00
COMMUNITY HEALTH	27-334						
Salaries & Wages		376,741.00	297,498.00		297,498.00	282,386.00	15,112.00
Other Expenses		32,000.00	23,500.00		23,500.00	16,793.00	6,707.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF HEALTH & HUMAN SERVICES (CONTINUED)							
SENIOR CITIZEN AFFAIRS	27-335						
Salaries & Wages		404,448.00	397,976.00		397,976.00	383,947.00	14,029.00
Other Expenses		65,900.00	65,900.00		65,900.00	56,634.00	9,266.00
ANIMAL CARE & CONTROL	27-336						
Salaries & Wages		-	265,513.00		40,513.00	24,642.00	15,871.00
Other Expenses		919,281.00	479,286.00		879,286.00	782,533.00	96,753.00
FOOD AND NUTRITION	27-337						
Salaries & Wages		75,000.00	83,000.00		33,000.00	16,886.00	16,114.00
Other Expenses		52,330.00	54,759.00		54,759.00	23,604.00	31,155.00
VETERAN AFFAIRS	27-338						
Salaries & Wages		48,071.00	-		-	-	-
Other Expenses		14,000.00	-		-	-	-
IMMIGRATION AFFAIRS	27-339						
Salaries & Wages		70,000.00	-		-	-	-
Other Expenses		72,635.00	-		-	-	-
TOTAL: DEPARTMENT OF HEALTH & HUMAN SERVICES		5,503,868.00	4,760,392.00	-	5,228,392.00	4,783,419.00	444,973.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - within "CAPS" (Continued)							
DEPARTMENT OF PUBLIC SAFETY							
PARKING ENFORCEMENT	25-272						
Salaries & Wages		4,026,762.00	3,339,409.00		3,339,409.00	3,222,622.00	116,787.00
Other Expenses		386,400.00	266,200.00		266,200.00	191,391.00	74,809.00
					-		
DIRECTOR'S OFFICE	25-270						
Salaries & Wages		1,123,348.00	1,044,008.00		1,044,008.00	1,031,535.00	12,473.00
Other Expenses		6,250.00	6,300.00		6,300.00	5,402.00	898.00
					-		
FIRE	25-265						
Salaries & Wages		66,033,933.00	66,587,948.00		66,087,948.00	64,695,746.00	1,392,202.00
Other Expenses		1,196,270.00	1,077,020.00		1,077,020.00	969,792.00	117,228.00
					-		
POLICE	25-240						
Salaries & Wages		106,719,234.00	107,890,900.00		107,415,900.00	106,233,487.00	1,182,413.00
Other Expenses		1,365,057.00	1,154,758.00		1,154,758.00	969,883.00	184,875.00
					-		
FIRE OE O.S.H.A. (PL 1983,c 516)	25-267	500,000.00	450,000.00		450,000.00	450,000.00	
UNIFORM FIRE SAFETY ACT (PL83,c.383)	25-266	500,000.00	250,000.00		250,000.00	250,000.00	
					-		
COMMUNICATIONS & TECHNOLOGY	25-271						
Salaries & Wages		6,700,000.00	6,203,385.00		6,203,385.00	6,061,871.00	121,514.00
Other Expenses		3,969,269.00	3,624,546.00		3,624,546.00	3,479,682.00	144,864.00
					-		
TOTAL: DEPARTMENT OF PUBLIC SAFETY		192,526,523.00	191,894,474.00		190,919,474.00	187,571,411.00	3,348,063.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF HOUSING, ECON. DEV. & COMMERCE							
DIRECTOR'S OFFICE	20-170						
Salaries & Wages		528,448.00	432,618.00		452,618.00	447,776.00	4,842.00
Other Expenses		95,450.00	12,950.00		12,950.00	10,596.00	2,354.00
					-	-	
CONSTRUCTION CODE OFFICIAL	22-195						
Salaries & Wages		2,573,932.00	2,537,674.00		2,462,674.00	2,443,729.00	18,945.00
Other Expenses		100,220.00	101,679.00		101,679.00	30,870.00	70,809.00
					-	-	
TENANT/LANDLORD RELATIONS	22-196						
Salaries & Wages		498,557.00	312,207.00		312,207.00	278,326.00	33,881.00
Other Expenses		14,200.00	6,600.00		6,600.00	6,502.00	98.00
					-	-	
COMMUNITY DEVELOPMENT	27-360						
Other Expenses		1,500.00	1,500.00		1,500.00	870.00	630.00
					-	-	
COMMERCE	22-197						
Salaries & Wages		577,225.00	577,945.00		577,945.00	552,636.00	25,309.00
Other Expenses		22,251.00	17,655.00		17,655.00	12,499.00	5,156.00
					-	-	
ECONOMIC DEVELOPMENT	22-171						
Salaries & Wages		193,601.00	191,728.00		191,728.00	180,797.00	10,931.00
Other Expenses		2,300.00	2,300.00		2,300.00	1,720.00	580.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF HOUSING, ECON. DEV. & COMMERCE (CONTINUED)							
CITY PLANNING	21-180						
Salaries & Wages		917,816.00	988,721.00		923,721.00	844,664.00	79,057.00
Other Expenses		46,700.00	12,800.00		12,800.00	9,096.00	3,704.00
HOUSING CODE ENFORCEMENT	22-198						
Salaries & Wages		888,960.00	722,695.00		782,695.00	732,320.00	50,375.00
Other Expenses		37,400.00	40,500.00		40,500.00	33,297.00	7,203.00
PLANNING BOARD	21-181						
Other Expenses		83,500.00	83,500.00		83,500.00	81,472.00	2,028.00
BOARD OF ADJUSTMENT	21-185						
Other Expenses		82,500.00	82,500.00		82,500.00	80,808.00	1,692.00
HISTORIC DISTRICT COMMISSION	21-175						
Other Expenses		1,000.00	1,000.00		1,000.00	293.00	707.00
ZONING OFFICER	21-186						
Salaries & Wages		465,550.00	353,825.00		358,825.00	355,603.00	3,222.00
Other Expenses		18,168.00	8,038.00		8,038.00	7,762.00	276.00
TOTAL: DEPARTMENT OF HOUSING, ECON. DEV. & COMMERCE		7,149,278.00	6,498,435.00	-	6,433,435.00	6,111,636.00	321,799.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS		Appropriated				2017	
(A) Operations - within "CAPS" (Continued)	FCOA	2018	2017	2017 Emergency Appropriation	2017 As Modified By All Transfers	Paid or Charged	Reserved
UNCLASSIFIED:	XXXXX	XXXXXXXXXXXXX	XXXXXXXXXXXXX	XXXXXXXXXXXXX	XXXXXXXXXXXXX	XXXXXXXXXXXXX	XXXXXXXXXXXXX
Other Expenses:							
INSURANCE ALL DEPARTMENTS	23-210	12,000,000.00	12,696,854.00		12,696,854.00	11,703,919.00	992,935.00
EMPLOYEE GROUP HEALTH INSURANCE	23-220	95,637,454.00	93,101,688.00		93,101,688.00	90,407,563.00	2,694,125.00
HEALTH BENEFIT WAIVER	23-221	1,700,000.00	1,650,000.00		1,650,000.00	1,617,442.00	32,558.00
MUNICIPAL PUBLICITY	30-410	30,000.00	30,000.00		30,000.00	10,432.00	19,568.00
OTHER MUNICIPAL ADVERTISING	30-411	25,000.00	25,000.00		25,000.00	-	25,000.00
CELEBRATION OF PUBLIC EVENTS	30-412	350,000.00	350,000.00		350,000.00	349,389.00	611.00
PROFESSIONAL AFFILIATIONS	30-413	22,000.00	21,000.00		21,000.00	8,784.00	12,216.00
ETHICAL STANDARDS BOARD	30-418	20,000.00	20,000.00		20,000.00	18,000.00	2,000.00
SUBTOTAL UNCLASS		109,784,454.00	107,894,542.00	-	107,894,542.00	104,115,529.00	3,779,013.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
UNCLASSIFIED (CONT'D):	XXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Other Expenses (Cont'd):							
ELECTRICITY	31-430	2,500,000.00	3,000,000.00		3,000,000.00	2,021,000.00	979,000.00
STREET LIGHTING	31-431	3,400,000.00	3,400,000.00		3,400,000.00	3,199,998.00	200,002.00
MUNICIPAL RENT	31-432	2,700,000.00	2,911,049.00		2,911,049.00	2,663,639.00	247,410.00
GASOLINE	31-434	1,300,000.00	1,500,000.00		1,500,000.00	1,044,992.00	455,008.00
COMMUNICATIONS	31-435	1,020,000.00	1,098,000.00		1,096,000.00	1,028,724.00	67,276.00
OFFICE SERVICES	31-433	2,663,286.00	2,863,286.00		2,796,253.00	2,324,257.00	471,996.00
sw SALARY ADJUSTMENT	30-414	1,500,000.00	4,000,000.00		2,500,000.00	-	2,500,000.00
TOTAL - UNCLASSIFIED		124,867,740.00	126,664,877.00	-	125,097,844.00	116,398,139.00	8,699,705.00
ACCUMULATED ABSENCES RESERVE		-	8,561,022.00		10,061,022.00	10,061,022.00	
Total Operations {item 8(A)} within "CAPS"		414,973,195.00	419,475,403.00	-	419,473,370.00	402,020,008.00	17,453,362.00
B. Contingent		50,000.00	50,000.00	50,000.00	50,000.00		50,000.00
Total Operations Including Contingent-within "CAPS"		415,023,195.00	419,525,403.00	50,000.00	419,523,370.00	402,020,008.00	17,503,362.00
Detail:							
Salaries and Wages		243,420,227.00	241,509,446.00	-	239,514,446.00	232,442,645.00	7,071,801.00
Other Expenses (Including Contingent)		171,602,968.00	178,015,957.00	50,000.00	180,008,924.00	169,577,363.00	10,431,561.00

CURRENT FUND - APPROPRIATIONS

PRIOR YEAR BILLS-DETAILS

VENDOR	CY	SERVICES	VOUCHER NO.	AMOUNT
Fund for City of New York/Center of Court Innovation	2016	Youth Court	B092577	17,083.00
Laura MacArthur	2016	Medicare Reimbursement	B082240	1,259.00
Automated Logic	2014	Fire Systems	B092226	2,384.00
Johnston Communications	2016	Fire Bills	B0884420	700.00

TOTAL

21,426.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
(E) Deferred Charges and Statutory Expenditures- Municipal within "CAPS"	XXXXXX XXXXXX	XXXXXXXXXXXXXX XXXXXXXXXXXXXX	XXXXXXXXXXXXXX XXXXXXXXXXXXXX	XXXXXXXXXXXXXX XXXXXXXXXXXXXX	XXXXXXXXXXXXXX XXXXXXXXXXXXXX	XXXXXXXXXXXXXX XXXXXXXXXXXXXX	XXXXXXXXXXXXXX XXXXXXXXXXXXXX
(1) DEFERRED CHARGES	XXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Emergency Authorizations	46-870			XXXXXXXXXXXXXX		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Special Emergency Authorizations				XXXXXXXXXXXXXX		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
5 Years (40A-4-59)				XXXXXXXXXXXXXX		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Special Emergency Authorizations				XXXXXXXXXXXXXX		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
3 Years(40A-4-55,1)(40A-4-55,13)				XXXXXXXXXXXXXX		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
ACCUMULATED ABSENCES CY 2016	46-891		6,738,978.00	XXXXXXXXXXXXXX	6,738,978.00	6,738,978.00	XXXXXXXXXXXXXX
Overexpended Reserve for Off Duty Police Officers		153,900.00		XXXXXXXXXXXXXX		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
				XXXXXXXXXXXXXX		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
PRIOR YEARS BILLS	30-471	21,426.00	7,270.00	XXXXXXXXXXXXXX	9,303.00	9,303.00	XXXXXXXXXXXXXX
				XXXXXXXXXXXXXX		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
				XXXXXXXXXXXXXX		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
				XXXXXXXXXXXXXX		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
				XXXXXXXXXXXXXX		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
SUBTOTAL DEFERRED CHARGES		175,326.00	6,746,248.00	XXXXXXXXXXXXXX	6,748,281.00	6,748,281.00	XXXXXXXXXXXXXX

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended 2017		
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
(E) Deferred Charges and Statutory Expenditures-	XXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Municipal within "CAPS"(continued)	XXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
(2) STATUTORY EXPENDITURES:	XXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Contribution to:							
Social Security System (O.A.S.I.)	36-473	5,450,000.00	5,400,000.00		5,400,000.00	5,400,000.00	-
Consol.Police/Fire Pension	36-474	58,994.00	58,994.00		58,994.00	-	58,994.00
Police/Fire Retirement System NJ	36-488	42,235,796.00	38,879,673.00		38,879,673.00	38,869,749.00	9,924.00
JC Employee Retirement	36-478	9,416,160.00	9,054,000.00		9,054,000.00	9,054,000.00	-
Employees Non-Contributory Pension (NJS43:88-7)	36-475	220,000.00	230,000.00		230,000.00	164,927.00	65,073.00
Pensioned Employees	36-476	50,000.00	64,740.00		64,740.00	59,522.00	5,218.00
Payments To Widows & Dependents (NJ40:11,43:8B)	36-477	779.00	779.00		779.00	719.00	60.00
Unemployment N.J.S. 43:31 et seq	23-225	65,000.00	50,000.00		50,000.00	50,000.00	-
Public Employees' Retirement System (PERS)	36-472	4,247,216.00	4,070,903.00		4,070,903.00	3,562,555.00	508,348.00
PERS - Defined Contribution Retirement Plan	36-480	65,000.00	65,000.00		65,000.00	42,458.00	22,542.00
SUBTOTAL STATUTORY EXPENDITURES		61,808,945.00	57,874,089.00	-	57,874,089.00	57,203,930.00	670,159.00
Total Deferred Charges and Statutory							
Expenditures - Municipal within "CAPS"	34-209	61,984,271.00	64,620,337.00	-	64,622,370.00	63,952,211.00	670,159.00
(F) Judgments	37-480						-
(G) Cash Deficit of Preceding Year	46-855						-
(H-1)Total General Appropriations for Municipal							
Purposes within "Caps"	34-299	477,007,466.00	484,145,740.00	50,000.00	484,145,740.00	465,972,219.00	18,173,521.00

8. GENERAL APPROPRIATIONS		CURRENT FUND - APPROPRIATIONS					
		FCOA	Appropriated			Expended 2017	
(A) Operations - Excluded from "CAPS"			for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged
Maintenance of Free Public Library (PL 1985,c 82)	29-390	9,620,000.00	8,966,755.00		8,966,755.00	8,965,420.00	101,335.00
Employee Health Group Insurance	23-222						
Reserve for Tax Appeals	46-886	400,000.00	400,000.00		400,000.00	14,683.00	385,317.00
Tax Overpayments	46-885	2,000,000.00	2,000,000.00		2,000,000.00	1,173,586.00	826,414.00
Declared State of Emergency Costs for Snow Removal	46-892						
N.J.S.A. (40A:4-45.45(d)) (40A:4-45.3(b))							
SUBTOTAL OTHER OPERATIONS		12,020,000.00	11,366,755.00	-	11,366,755.00	10,053,689.00	1,313,066.00
EXCLUDED FROM "CAP"							

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
Interlocal Municipal Service Agreements	XXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Total: Interlocal Municipal Service Agreements	42-999	-	-	-	-	-	-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
Additional Appropriations Offset by	XXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Revenues (N.J.S. 40A:4-45)	XXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Total Additional Appropriations Offset by							
Revenues (N.J.S. 40A:4-45.3h)	34-303	-	-	-	-	-	-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS" (Continued)	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset by Revenues	XXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Body Warn Cameras	41-445		100,000.00		100,000.00	100,000.00	
Make-A-Splash	41-435		3,380.00		3,380.00	3,380.00	
Distracted Driving Fund	41-397	6,600.00	5,500.00		5,500.00	5,500.00	
Community Policing	41-446		10,000.00		10,000.00	10,000.00	
Sandy Relief Food Assistance	41-424				-	-	
Innovation Team - Bloomberg	41-396	73,443.00	676,394.00		676,394.00	676,394.00	
HUD- CDBG	41-432		5,034,144.00		5,034,144.00	5,034,144.00	
HUD- HOME	41-437		1,354,363.00		1,354,363.00	1,354,363.00	
HUD- ESG	41-438		457,848.00		457,848.00	457,848.00	
HUD- HOPWA	41-439		2,420,486.00		2,420,486.00	2,420,486.00	
CSBG (Addtl)	41-025		395,326.00		395,326.00	395,326.00	
Municipal Drug Alliance	41-056		267,379.00		267,379.00	267,379.00	
NJDOH - Sexually Transmitted Disease Control					-	-	
AARP	41-448		3,000.00		3,000.00	3,000.00	
Drunk Driver Enforcement	41-086	12,411.00	14,625.00		14,625.00	14,625.00	
UASI Local Share	41-172		1,710,000.00		1,710,000.00	1,710,000.00	
Recycling Tonnage Grant	41-239	306,936.00	298,152.00		298,152.00	298,152.00	
					-	-	
CSBG	41-025	233,394.00	529,955.00		529,955.00	529,955.00	
Healthy Corner Store Initiative			5,000.00		5,000.00	5,000.00	
Highlands TDR Feasibility	41-442		40,000.00		40,000.00	40,000.00	

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - Excluded from "CAPs" (Continued)							
Public and Private Programs Offset by Revenues	XXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Healthy Communities Healthy Citizens	41-430	18,800.00	-	-	-	-	-
NUCU Nursing Student Program	41-428	-	-	-	-	-	-
Sub-Regional Transportation	41-123	-	113,162.00	-	113,162.00	113,162.00	-
Comprehensive Cancer Control	41-429	26,250.00	-	-	-	-	-
Food Insecurity Nutrition	41-409	-	8,425.00	-	8,425.00	8,425.00	-
Child Health (CLPPP)	41-019	704,583.00	194,025.00	-	194,025.00	194,025.00	-
Healthier JC Program	41-431	-	-	-	-	-	-
Apple Tree House- NUCH	41-451	5,000.00	-	-	-	-	-
Apple Tree House - HCHPP	41-452	6,500.00	-	-	-	-	-
Port Security Fire	41-345	-	225,000.00	-	225,000.00	225,000.00	-
Community Courts- Youth	41-434	-	-	-	-	-	-
WIC	41-158	-	1,802,583.00	-	1,802,583.00	1,802,583.00	-
FOID	41-339	12,000.00	24,000.00	-	24,000.00	24,000.00	-
Comprehensive Traffic Safety	41-362	27,020.00	26,700.00	-	26,700.00	26,700.00	-
Assistance to Firefighters FEMA		-	-	-	-	-	-
Body Armor Replacement	41-004	-	-	-	-	-	-
Port Security Grant - Police ESU		19,600.00	163,431.00	-	163,431.00	163,431.00	-
Cities of Service- VISTA	41-443	-	25,000.00	-	25,000.00	25,000.00	-
Green Acres- Berry Lane	41-444	-	1,100,000.00	-	1,100,000.00	1,100,000.00	-
Sub-Regional Transportation (addtl)	41-123	-	8,798.00	-	8,798.00	8,798.00	-

CURRENT FUND - APPROPRIATIONS

(A) Operations - Excluded from "CAPs" (Continued)	FCOA	Appropriated				Expanded 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset by Revenues	XXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Local Safety - Summit Avenue Corridor, Phase III	41-414						
Local Safety - Communitylaw Avenue	41-415		736,383.00		736,383.00	736,383.00	
Local Safety - Dr. MLK Blvd, Sec. 2	41-417		399,714.00		399,714.00	399,714.00	
Local Safety - Montgomery Street	41-416						
Recycling Bonus Grant	41-413						
HCOS Berry Lane Phase V	41-385						
UASI FFY14	41-174						
WIC FFY15	41-407						
STD Education	41-112		122,183.00		122,183.00	122,183.00	
STD Addtl Funding	41-112		45,000.00		45,000.00	45,000.00	
Peer Grouping	41-261		40,000.00				
Municipal Aid Various Streets	41-263			1,038,402.00	1,038,402.00	1,038,402.00	
Local Safety- Main Blvd	41-419						
Local Safety- Oakland/ St. Paul's Intersection	41-420						
Sims Metal Management Donation	41-423						
Hazardous Materials (HMER)	41-422						
Healthy Community	41-436			1,033.00	1,033.00	1,033.00	
Sub-Regional Studies Project	41-425						
NJDOH- Woman, Infants & Children (WIC)							
Summer Food Program	41-114		754,626.00		626,915.00	626,915.00	
Senior Nutrition	41-113		1,357,652.00		1,531,798.00	1,531,798.00	

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated			Expended 2017		
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - Excluded from "CAPS" (Continued)							
Public and Private Programs Offset by Revenues	XXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
(Continued)	XXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
HCOS Public Library	41-440						
Clean Communities Program	41-336		387,918.00		387,918.00	387,918.00	
Transit Village	41-262		220,000.00		220,000.00	220,000.00	
Sandy Recovery - FEMA Match	41-450	404,774.00			-	-	
Sustainable Jersey - Gardiner Environmental Fund	41-393	30,000.00			-	-	
SAFER - Firefighters Hiring Grant	41-304	8,390,000.00			-	-	
Summer Works Initiative	41-001	180,000.00	180,000.00		180,000.00	180,000.00	
USTA Youth Tennis	41-293				-	-	
JTPA - Smartsteps	41-058	12,038.00	2,965,248.00		2,965,248.00	2,965,248.00	
Bullproof Vest Partnership	41-289				-	-	
YMCA Health	41-447		500.00		500.00	500.00	
Body Armor	41-004		71,364.00		71,364.00	71,364.00	
OLPHA -STD	41-449		47,791.00		47,791.00	47,791.00	
Matching Funds for Grants	41-899	100,000.00	27,892.00		27,892.00	-	27,892.00
Family Health Initiative - Shaping NJ/Healthy Communities	41-453	20,000.00					
The Conservation Fund - CSX Transporting Healthy Food	41-454	10,000.00					
The Hartford - Junior Fire Marshal Program	41-455	10,000.00					
Healthiest Cities & Counties Challenge (HCCC) - APHA	41-456	10,000.00					
Arbor Day Tree (NJSEA)	41-457	1,000.00					
Summer Expansion Program (JIDP)	41-458	20,000.00					
NEA Big Read	41-459	15,000.00					
COPS Hiring (FY 2016)	41-374	1,875,000.00					
Total Public and Private Programs Offset							
by Revenues	40-999	14,882,627.00	25,428,817.00	-	25,428,817.00	25,400,925.00	27,892.00
Total Operations - Excluded from "CAPS"	34-305	26,702,627.00	36,795,572.00	-	36,795,572.00	35,454,614.00	1,340,958.00
Detail:							
Salaries & Wages	34-305-1	-	-	-	-	-	-
Other Expenses	34-305-2	26,702,627.00	36,795,572.00	-	36,795,572.00	35,454,614.00	1,340,958.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
(C) Capital Improvements - Excluded from "CAPS"							
Down Payments on Improvements	44-902						
Capital Improvement Fund	44-920	1,874,490.00	300,000.00		300,000.00	300,000.00	
TOTAL CAPITAL IMPROVEMENTS		1,874,490.00	300,000.00	-	300,000.00	300,000.00	-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
(D)Municipal Debt Service - Excluded from "CAPS"							
Maturing Serial Bonds - Gen. Qual.	45-900	3,727,000.00	5,162,000.00		5,162,000.00	5,162,000.00	XXXXXXXXXX
Maturing Serial Bonds - Gen. Refunding	45-901	18,950,000.00	24,895,000.00		24,895,000.00	24,895,000.00	XXXXXXXXXX
Fire Pension Ref. Bonds - Interest	45-918	902,788.00	916,226.00		916,226.00	916,226.00	XXXXXXXXXX
Police Pension Ref. Bonds - Interest	45-919	1,055,647.00	1,140,485.00		1,140,485.00	1,140,485.00	XXXXXXXXXX
Interest on Bonds-General Qual.	45-902	895,179.00	1,148,937.00		1,148,937.00	1,148,937.00	XXXXXXXXXX
Interest on Bonds - Gen. Refunding	45-903	6,115,163.00	7,226,196.00		7,226,196.00	7,226,196.00	XXXXXXXXXX
Interest on Notes - Gen. & Refunding	45-904	882,091.00	622,104.00		622,104.00	622,104.00	XXXXXXXXXX
Green Trust - Montgomery Gateway	45-925	3,110.00	3,111.00		3,111.00	3,111.00	XXXXXXXXXX
Bond Anticipation Notes - Principal	45-906	1,997,200.00	1,997,166.00		1,997,166.00	1,997,166.00	XXXXXXXXXX
Green Trust - Multi Parks	45-924	38,243.00	38,243.00		38,243.00	38,243.00	
Wayne Street Park	45-916	4,511.00	9,022.00		9,022.00	9,022.00	XXXXXXXXXX
Apple Tree House	45-920	14,669.00	14,670.00		14,670.00	14,670.00	XXXXXXXXXX
Roberto Clemente Park	45-921	17,662.00	17,662.00		17,662.00	17,662.00	XXXXXXXXXX
Sgt. Anthony Park	45-922	9,017.00	9,018.00		9,018.00	9,018.00	XXXXXXXXXX
Marion Pavonia Pool	45-923	26,429.00	26,428.00		26,428.00	26,428.00	XXXXXXXXXX
Maturing Serial Bonds- Gen. NQ Prin.	45-905	10,985,000.00	4,235,000.00		4,235,000.00	4,235,000.00	XXXXXXXXXX
Green Trust - Berry Lane	45-926	8,084.00	8,084.00		8,084.00	8,084.00	
Maturing Serial Bonds - GEN (BAB) PRIN	45-928	2,180,000.00	1,690,000.00		1,690,000.00	1,690,000.00	
Maturing Serial Bonds - GEN (BAB) INT	45-929	5,817,604.00	5,895,767.00		5,895,767.00	5,895,767.00	
Police /Fire Pension Refund Bonds - Principal	45-930	5,275,000.00	1,655,000.00		1,655,000.00	1,655,000.00	
Maturing Serial Bonds- Gen. NQ Int.	45-907	3,958,733.00	4,053,588.00		4,053,588.00	4,053,588.00	XXXXXXXXXX
Maturing Serial Bonds- Assessment	45-931	595,000.00	595,000.00		595,000.00	595,000.00	
Int. on Assessment Bonds	45-932	444,380.00	453,243.00		453,243.00	453,243.00	XXXXXXXXXX
Subtotal Muni Debt Svc- Gen Excl From Cap	45-999	63,902,510.00	61,811,950.00	-	61,811,950.00	61,811,950.00	XXXXXXXXXX

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (D)Municipal Debt Service - Excluded from "CAPS"	FCOA	Appropriated			Expended 2017		
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
							XXXXXXXXXX
WATER DEBT							XXXXXXXXXX
Maturing Serial Bonds- Gen Qual	45-909	3,325,000.00	3,415,000.00		3,415,000.00	3,415,000.00	XXXXXXXXXX
Maturing Serial Bonds- Refunding	45-910	1,275,000.00	1,025,000.00		1,025,000.00	1,025,000.00	XXXXXXXXXX
							XXXXXXXXXX
Interest On Bonds- Refunding	45-913	371,347.00	460,431.00		460,431.00	460,431.00	XXXXXXXXXX
Interest On Bonds- Qualified	45-914	278,897.00	289,524.00		289,524.00	289,524.00	XXXXXXXXXX
							XXXXXXXXXX
Subtotal Municipal Debt- Water		5,250,244.00	5,189,955.00	-	5,189,955.00	5,189,955.00	XXXXXXXXXX
							XXXXXXXXXX
							XXXXXXXXXX
							XXXXXXXXXX
							XXXXXXXXXX
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							XXXXXXXXXX
							XXXXXXXXXX
							XXXXXXXXXX
							XXXXXXXXXX
							XXXXXXXXXX
							XXXXXXXXXX
							XXXXXXXXXX
							XXXXXXXXXX
Total Municipal Debt Service	45-999	69,152,754.00	67,001,905.00	-	67,001,905.00	67,001,905.00	XXXXXXXXXX

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
(E) Deferred Charges - Municipal Excluded from "CAPS"							
(1) DEFERRED CHARGES:	xxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Emergency Authorizations	46-870			xxxxxxxxxxx			xxxxxxxxxxx
Special Emergency Authorizations-				xxxxxxxxxxx			xxxxxxxxxxx
5 Years (N.J.S.40A:4-55)	46-875	6,000,000.00	6,897,496.00	xxxxxxxxxxx	6,897,496.00	6,897,496.00	xxxxxxxxxxx
Special Emergency Authorizations-				xxxxxxxxxxx			xxxxxxxxxxx
3 Years (N.J.S. 40A:4-55.1 & 40A:4-55.13)	46-871			xxxxxxxxxxx			xxxxxxxxxxx
				xxxxxxxxxxx			xxxxxxxxxxx
Hurricane Sandy Expenditure (FEMA)	46-871		35,000.00		35,000.00	35,000.00	xxxxxxxxxxx
				xxxxxxxxxxx			xxxxxxxxxxx
				xxxxxxxxxxx			xxxxxxxxxxx
				xxxxxxxxxxx			xxxxxxxxxxx
Total Deferred Charges - Municipal-				xxxxxxxxxxx			xxxxxxxxxxx
Excluded from "CAPS"	46-999	6,000,000.00	6,932,496.00	xxxxxxxxxxx	6,932,496.00	6,932,496.00	xxxxxxxxxxx
(F) Judgments (N.J.S.A. 40A:4-45.3cc)	37-480			xxxxxxxxxxx			xxxxxxxxxxx
(N) Transferred to Board of Education for Use of				xxxxxxxxxxx			xxxxxxxxxxx
Local Schools (N.J.S.A. 40:48-17.1 & 17.3)	29-405			xxxxxxxxxxx			xxxxxxxxxxx
				xxxxxxxxxxx			xxxxxxxxxxx
(G) With Prior Consent of Local Finance Board:				xxxxxxxxxxx			xxxxxxxxxxx
Cash Deficit of Preceding Year	46-885			xxxxxxxxxxx			xxxxxxxxxxx
				xxxxxxxxxxx			xxxxxxxxxxx
(H-2) Total General Appropriations for Municipal				xxxxxxxxxxx			xxxxxxxxxxx
Purposes Excluded from "CAPS"	34-309	103,729,871.00	111,029,973.00	-	111,029,973.00	109,689,015.00	1,340,958.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
For Local District School Purposes-Excluded from "CAPS"	XXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
(1)	XXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Maturing Ser. Bond-School Qualified	48-940	4,900,000.00	6,325,000.00		6,325,000.00	6,325,000.00	XXXXXXXXXXXX
Interest On Bonds-School Qualified	48-941	661,764.00	780,819.00		780,819.00	780,819.00	XXXXXXXXXXXX
							XXXXXXXXXXXX
							XXXXXXXXXXXX
Total of Type 1 District School Debt Service -Excluded from "CAPS"		5,561,764.00	7,105,819.00	-	7,105,819.00	7,105,819.00	XXXXXXXXXXXX
(J) Deferred Charges and Statutory Expenditures-							
Local School - Excluded from "CAPS"	XXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Emergency Authorizations - Schools				XXXXXXXXXXXX			XXXXXXXXXXXX
Capital Project for Land, Building or Equipment N.J.S. 18A:22-20							XXXXXXXXXXXX
Total of Deferred Charges and Statutory Expenditures- Local School- Excluded from "CAPS"		-	-	-	-	-	XXXXXXXXXXXX
(K) Total Municipal Appropriations for Local District School Purposes {(Item (1) and (j)- Excluded from "CAPS"		5,561,764.00	7,105,819.00	-	7,105,819.00	7,105,819.00	-
(O) Total General Appropriations - Excluded from "CAPS"		109,291,635.00	118,135,792.00	-	118,135,792.00	116,794,834.00	1,340,958.00
(L) Subtotal General Appropriations {Items (H-1) and (O)}		586,299,101.00	602,281,532.00	50,000.00	602,281,532.00	582,767,053.00	19,514,479.00
(M) Reserve for Uncollected Taxes		7,599,511.00	4,880,770.00	XXXXXXXXXXXX	4,880,770.00	4,880,770.00	XXXXXXXXXXXX
9. Total General Appropriations		593,898,612.00	607,162,302.00	50,000.00	607,162,302.00	587,647,823.00	19,514,479.00

8. GENERAL APPROPRIATIONS Summary of Appropriations	FCOA	Appropriated				Expended 2017	
		for 2018	for 2017	for 2017 by Emergency Appropriation	Total for 2017 As Modified By All Transfers	Paid or Charged	Reserved
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	34-299	415,023,195.00	419,525,403.00	50,000.00	419,523,370.00	402,020,008.00	17,503,362.00
STATUTORY EXPENDITURES	XXXXXXXX	61,808,945.00	57,874,089.00	-	57,874,089.00	57,203,930.00	670,159.00
(A) Operations- Excluded from "CAPS"	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
Other Operations	34-300	12,020,000.00	11,366,755.00	-	11,366,755.00	10,053,689.00	1,313,066.00
Uniform Construction Code	22-999	-	-	-	-	-	-
Shared Service Agreements	42-999	-	-	-	-	-	-
Additional Appropriations Offset by Revs.	34-303	-	-	-	-	-	-
Public & Private Progs Offset by Revs.	40-999	14,682,627.00	25,428,817.00	-	25,428,817.00	25,400,925.00	27,892.00
Total Operations- Excluded from "CAPS"	34-305	26,702,627.00	36,795,572.00	-	36,795,572.00	35,454,614.00	1,340,958.00
(C) Capital Improvements	44-999	1,874,490.00	300,000.00	-	300,000.00	300,000.00	-
(D) Municipal Debt Service	45-999	69,152,754.00	67,001,905.00	-	67,001,905.00	67,001,905.00	XXXXXXXXXXXX
(E) Total Deferred Charges (sheet 28 & sheet 18)	46-999	6,175,326.00	13,678,744.00	-	13,680,777.00	13,680,777.00	XXXXXXXXXXXX
(F) Judgments	37-480	-	-	XXXXXXXXXXXX	-	-	XXXXXXXXXXXX
(G) Cash Deficit	46-885	-	-	XXXXXXXXXXXX	-	-	XXXXXXXXXXXX
(K) Local District School Purposes	24-410	5,561,764.00	7,105,819.00	-	7,105,819.00	7,105,819.00	XXXXXXXXXXXX
(N) Transferred to Board of Education	29-405	-	-	XXXXXXXXXXXX	-	-	XXXXXXXXXXXX
(M) Reserve for Uncollected Taxes	50-899	7,599,511.00	4,880,770.00	-	4,880,770.00	4,880,770.00	XXXXXXXXXXXX
Total General Appropriations	34-499	593,898,612.00	607,162,302.00	50,000.00	607,162,302.00	587,647,823.00	19,514,479.00

DEDICATED ASSESSMENT BUDGET

14. DEDICATED REVENUES FROM	FCOA	Anticipated		Realized in Cash 2017
		2018	2017	
Assessment Cash	51-101			
Deficit (General Budget)	51-885			
Total Assessment Revenues	51-899	-	-	-
15. APPROPRIATIONS FOR ASSESSMENT DEBT	FCOA	Appropriated		Expended 2017 Paid or Charged
		2018	2017	
Payment of Bond Principal	51-920			
Payment of Bond Anticipation Notes	51-925			
Total Assessment Appropriations	51-999	-	-	-

DEDICATED WATER UTILITY ASSESSMENT BUDGET

14. DEDICATED REVENUES FROM	FCOA	Anticipated		Realized in Cash 2017
		2018	2017	
Assessment Cash	52-101			
Deficit Water Utility Budget	52-885			
Total Water Utility Assessment Revenues	52-899	-	-	-
15. APPROPRIATIONS FOR ASSESSMENT DEBT	FCOA	Appropriated		Expended 2017 Paid or Charged
		2018	2017	
Payment of Bond Principal	52-920			
Payment of Bond Anticipation Notes	52-925			
Total Water Utility Assessment Appropriations	52-999	-	-	-

DEDICATED ASSESSMENT BUDGET		UTILITY		
14. DEDICATED REVENUE FROM	FCOA	2018	2017	Realized in Cash 2017
Assessment Cash	53-101			
Deficit (_____)	53-885			
Total _____ Assessment Revenues	53-899	-	-	-
				Expended 2017
15. APPROPRIATIONS FOR ASSESSMENT DEBT	FCOA	2018	2017	Paid or Charged
Payment of Bond Principal	53-920			
Payment of Bond Anticipation Notes	53-925			
Total _____ Utility	53-999	-	-	-
Assessment Appropriations				

Dedicated by Rider - (N.J.S. 40A:4-39) "The dedicated revenues anticipated during the Calendar Year 2011 from Animal Control, State or Federal Aid for Maintenance of Libraries, Bequest, Escl
Construction Code Fees Due Hackensack Meadowlands Development Commission; Outside Employment of Off-Duty Municipal Police Officers; Unemployment Compensation Insurance; Reimbursement
of Sale of Gasoline to State Automobiles; State Training Fees - Uniform Construction Code Act; Older Americans Act - Program Contributions; Municipal Alliance on Alcoholism and Drug Abuse - Program
Income; Housing and Community Development Act of 1974; Parking Offenses Adjudication Act (PL 1989, C. 137); Disposal of Forfeited Property (PL 1986, C135); Municipal Traffic Fines; Donations NJSA 40A
Open Space, Public Parks or Recreational Facilities; Operation Lifesaver Program; Tsunami Relief Effort; Outside Employment of Off Duty Officers; Project Lifesaver; Self Insurance Programs (NJSA 40A:10-1 et se
Joan Moore Art for Kids Memorial Fund NJSA 40A:5-29; Various Cultural Events Donations N.J.S.A. 40A:5-29; Senior Nutrition Program Donations 40A:5-29; Installation & Maintenance of City Bike Racks
Developer's Escrow; Public Defenders Fund; JCMAP Acceptance of Bequests/Gifts (40A: 5-29); Accumulated Absences N.J.A.C. 5:30-15; Recreation Trust Fund PL 1999 C292 & NJS 40:48-2.56; Storm Recovery
Fund PL 2013, Ch.271 (NJSA 40A:4-62.1); Open Space, Recreation, Farmland and Historic Preservation Trust; Donations N.J.S.A. 40A:5-29: Recreation

are hereby anticipated as revenue and are hereby appropriated for the purposes to which said revenue is dedicated by statute or other legal requirement.

(Insert additional appropriate titles in space above when applicable, if resolution for rider has been approved by the Director)

APPENDIX TO BUDGET STATEMENT

CURRENT FUND BALANCE SHEET - DECEMBER 31, 2016

ASSETS		
Cash and Investments	1110100	114,657,940.00
Due from State of N.J.(c20,P.L. 1971)	1111000	23,048.00
Federal and State Grants Receivable	1110200	-
Receivables with Offsetting Reserves:	xxxxxxxxxxx	xxxxxxxxxxxxx
Taxes Receivable	1110300	4,265,328.00
Tax Title Liens Receivable	1110400	37,154.00
Property Acquired by Tax Title Lien Liquidation	1110500	1,455,500.00
Other Receivables	1110600	1,445,408.00
Prepaid Debt		12,562,462.00
Special Emergency Notes		27,371,474.00
Total Assets	1110900	161,818,314.00

LIABILITIES, RESERVES AND SURPLUS

*Cash Liabilities	2110100	75,694,745.00
Reserves for Receivables	2110200	7,203,390.00
Surplus	2110300	78,920,179.00
Total Liabilities, Reserves and Surplus		161,818,314.00

School Tax Levy Unpaid	2220110	
Less School Tax Deferred	2220200	
*Balance Included in Above		
"Cash Liabilities"	2220300	-

COMPARATIVE STATEMENT OF CURRENT FUND OPERATIONS AND CHANGE IN CURRENT SURPLUS

		YEAR 2016	YEAR 2015
Surplus Balance, January 1st	2310100	50,705,610.00	56,132,966.00
Current Taxes			
	2310200	475,330,733.00	453,232,967.00
Delinquent Taxes	2310300	559,368.00	1,461,339.00
Other Revenues and Additions to Income	2310400	340,943,983.00	285,923,047.00
Total Funds	2310500	867,539,694.00	796,750,319.00
EXPENDITURES AND TAX REQUIREMENTS:			
Municipal Appropriations	2310600	589,109,523.00	561,662,615.00
School Taxes (Including Local and Regional)	2310700	113,282,750.00	111,061,520.00
County Taxes (Including Added Tax Amounts)	2310800	118,795,203.00	106,716,687.00
Special District Taxes	2310900	-	-
Other Expenditures and Deductions from Income	2311000	2,391,998.00	5,014,103.00
Total Expenditures and Tax Requirements	2311100	823,579,474.00	784,454,925.00
Less: Expenditures to be Raised by Future Taxes	2311200		
Total Adjusted Expenditures and Tax Requirements	2311300	823,579,474.00	784,454,925.00
Surplus Balance - December 31st	2311400	78,920,179.00	50,705,610.00

*Nearest even percentage may be used

Proposed Use of Current Fund Surplus in 2018

Surplus Balance December 31, 2016	2311500	78,920,179.00
Surplus Utilized in 2017	2311600	39,954,250.00
Current Surplus Anticipated in 2018		26,557,200.00
Surplus Balance Remaining	2311700	12,408,729.00

(Important: This appendix must be included in advertisement of budget.)

2018

CAPITAL BUDGET AND CAPITAL IMPROVEMENT PROGRAM

This section is included with the Annual Budget pursuant to N.J.S.C. 5:30-4. It does not in itself confer any authorization to raise or expend funds. Rather it is a document used as part of the local unit's planning and management program. Specific authorization to expend funds for purposes described in this section must be granted elsewhere, by a separate bond ordinance, by inclusion of a line item in the Capital Improvement Section of this budget, by an ordinance taking the money from the Capital Improvement Fund, or other lawful means.

CAPITAL BUDGET

- A plan for all capital expenditures for the current fiscal year.
If no Capital Budget is included, check the reason why:

- Total capital expenditures this year do not exceed \$25,000, including appropriations for Capital Improvement Fund, Capital Line Items and Down Payments on Improvements.
- No bond ordinances are planned this year.

CAPITAL IMPROVEMENT PROGRAM

- A multi-year list of planned capital projects, including the current year.
Check appropriate box for number of years covered, including current year:

- 3 years. (Population under 10,000)
 - 6 years. (Over 10,000 and all county governments)
 - ____ years. (Exceeding minimum time period)
- Check if municipality is under 10,000, has not expended more than \$25,000 annually for capital purposes in immediately previous three years, and is not adopting CIP.

NARRATIVE FOR CAPITAL IMPROVEMENT PROGRAM

The Capital Projects identified herein reflect the plans of the governing body and will only become effective upon successful passage of the applicable ordinances.

**CY2018 - CY2023
Six Year Capital Project Anticipated Project Schedule**

Local Unit City of Jersey City

PROJECT TITLE	2 PROJECT NUMBER	3 ESTIMATED TOTAL COSTS	4 ESTIMATED COMPLETION TIME	Local Unit <u>City of Jersey City</u>					
				5a CY 2018	5b CY 2019	5c CY 2020	5d CY 2021	5e CY 2022	5f CY 2023
Public Parks		24,450,000.00	Ongoing	4,025,000.00	6,325,000.00	6,050,000.00	6,050,000.00	2,000,000.00	-
Municipal Buildings		14,228,081.00	Ongoing	6,678,081.00	1,600,000.00	650,000.00	5,300,000.00	-	-
Fire Houses Rehab/Repairs		12,000,000.00	Ongoing	12,000,000.00	-	-	-	-	-
Police Districts Buildings		58,000,000.00	Ongoing	1,000,000.00	21,000,000.00	21,000,000.00	1,000,000.00	7,000,000.00	7,000,000.00
Parks and Forestry		3,500,000.00	Ongoing	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00	-
Automotive & Heavy Equipments		18,430,000.00	Ongoing	9,420,000.00	2,535,000.00	2,605,000.00	1,845,000.00	2,025,000.00	-
Engineering & Traffic		72,609,694.00	Ongoing	35,245,009.00	3,589,685.00	17,400,000.00	-	16,375,000.00	-
Public Safety		15,441,553.00	Ongoing	3,454,553.00	2,890,000.00	1,975,000.00	2,742,000.00	1,765,000.00	2,615,000.00
Information Technology		9,000,000.00	Ongoing	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00
Public Library		20,390,000.00	Ongoing	10,000,000.00	1,890,000.00	1,800,000.00	3,350,000.00	3,350,000.00	-
		-							
		-							
		-							
		-							
		-							
		-							
		-							
		-							
		-							
		-							
TOTAL - ALL PROJECTS	33-299	248,049,328.00		84,022,643.00	42,029,685.00	53,680,000.00	22,487,000.00	34,715,000.00	11,115,000.00

SECTION 2 - UPON ADOPTION FOR YEAR 2018
(Only to be Included in the Budget as Finally Adopted)

RESOLUTION

Be it Resolved by the City Council of the City of Jersey City
County of Hudson, that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a)\$ 236,746,746.00 (Item 2 below) for municipal purposes, and
 (b)\$ 3,063,404.00 (Item 3 below) for school purposes in Type I School District only (N.J.S. 18A:9-2) to be raised by taxation and,
 (c)\$ - (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S. 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.
 (d)\$ 686,000.00 (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
 (e)\$ 9,472,953.00 (Item 5 below) Minimum Library Tax

RECORDED VOTE

Ayes { RIDLEY, PRINZ-AREY,
BOGGIANO, YUN, ROBINSON,
RIVERA, WATTERMAN, LAVARRO,
PRES.

Nays { SOLOMON

Abstained {

Absent {

SUMMARY OF REVENUES

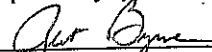
1. General Revenues			
Surplus Anticipated		08-100	26,580,248.00
Miscellaneous Revenues Anticipated		13-099	316,839,335.00
Receipts from Delinquent Taxes		15-499	1,195,926.00
		07-190	236,746,746.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)			
3. AMOUNT TO BE RAISED BY TAXATION FOR _SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:			
Item 6, Sheet 42		07-195	
Item 6(b), Sheet 11 (N.J.S. 40A:4-14)		07-191	3,063,404.00
Total Amount to be Raised by Taxation for Schools in Type I School Districts Only			3,063,404.00
4. To Be Added TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR _SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:			
Item 6(b), Sheet 11 (N.J.S. 40A:4-14)		07-191	
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY LEVY			
		07-192	9,472,953.00
Total Revenues		13-299	593,898,812.00

SUMMARY OF APPROPRIATIONS

	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX
5. GENERAL APPROPRIATIONS	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX
 Within "CAPS"		
(a&b) Operations including Contingent	34-201	\$ 415,023,195.00
(e) Deferred Charges and Statutory Expenditures - Municipal	34-209	\$ 61,808,945.00
(g) Cash Deficit	46-885	\$ -
 Excluded from "CAPS"	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX
(a) Operations - Total Operations Excluded from "CAPS"	34-305	\$ 26,702,627.00
(c) Capital Improvements	44-999	\$ 1,874,490.00
(d) Municipal Debt Service	45-999	\$ 69,152,754.00
(e) Deferred Charges - Municipal	46-999	\$ 6,175,326.00
(f) Judgments	37-480	\$ -
(n) Transferred to Board of Education for Use of Local Schools (N.J.S. 40:48-17.1 & 17.3)	29-405	\$ -
(g) Cash Deficit	46-885	\$ -
(k) For Local District School Purposes	29-410	\$ 5,561,764.00
(m) Reserve for Uncollected Taxes (Include Other Reserves if Any)	50-899	\$ 7,599,511.00
6. SCHOOL APPROPRIATIONS - TYPE I SCHOOL DISTRICTS ONLY (N.J.S. 40A:4-13)	07-195	\$ -
 Total Appropriations	34-499	\$ 593,898,612.00

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the th day of July 2018. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2018 approved budget and all amendments thereto, if any; which have been previously approved by the Director of Local Government Services.

Certified by me this 18 th day of JULY , 2018


 Name - Robert Byrle
 Title - Municipal Clerk

LOCAL UNIT CITY OF JERSEY CITY COUNTY/MUNICIPAL OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

DEDICATED REVENUES FROM TRUST FUND	FCOA	Anticipated		Realized in Cash	APPROPRIATIONS	FCOA	Appropriated		Expended 2017	
		2018	2017	2017			2018	2017	Paid or Charged	Reserved
Amount To Be Raised By Taxation	54-198	666,000.00	622,999.76	622,999.76	Development of Lands for Recreation and Conservation:		XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
					Salaries & Wages	54-385-1				
					Other Expenses	54-385-2				
Interest Income	54-113				Maintenance of Lands for Recreation and Conservation:		XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
					Salaries & Wages	54-375-1				
					Other Expenses	54-375-2				
Reserve Funds:					Historic Preservation:		XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
					Salaries & Wages	54-176-1				
					Other Expenses	54-176-2				
					Acquisition of Lands for Recreation and Conservation:	54-915-2				
					Acquisition of Farmland	54-916-2				
					Down Payments on Improvements	54-906-2				
					Debt Service:		XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX
					Payment of Bond Principal	54-920-2				XXXXXXXX
					Payment of Bond Anticipation Notes and Capital Notes	54-925-2				XXXXXXXX
					Interest on Bonds	54-930-2				XXXXXXXX
					Interest on Notes	54-935-2				XXXXXXXX
					Reserve for Future Use	54-950-2	622,999.76			
Total Trust Fund Revenues:	54-299	666,000.00	622,999.76	622,999.76	Total Trust Fund Appropriations:	54-499	622,999.76			
<i>Summary of Program</i>										
Year Referendum Passed/Implemented:		2016/2017								
Rate Assessed:		\$ 0.002								
Total Tax Collected to date		\$ 622,999.76								
Total Expended to date:		\$ -								
Total Acreage Preserved to date		-								
Recreation land preserved in 2016:		-								
Farmland preserved in 2016:		-								

Annual List of Change Orders Approved
Pursuant to N.J.A.C. 5:30-11

Contracting Unit: City of Jersey City

Year Ending: 12/31/2017

The following is a complete list of all change orders which caused the originally awarded contract price to be exceeded by more than 20 percent. For regulatory details please consult N.J.A.C. 5:30-11.1 et. Seq. Please identify each change order by name of the project.

Res.

17.064 Contract amendment with Lite, DePalma, Greenberg, LLC	17.779 Contract amendment with Brach Eichler LLC
17.059 Contract amendment with Edwin Reimon CME	17.811 Contract amendment with Biancamano & Distefano PC
17.237 Contract amendment with Charles Montange Esq.	17.843 Contract amendment with Northeast Auto
17.335 Contract amendment with Lite, DePalma, Greenberg, LLC	17.846 Contract amendment with Eric Bernstein LLC
17.423 Contract amendment with John Curley Esq.	17.882 Contract amendment with Riker, Danig, Scherer, Hyland & Perretti LLP
17.432 Contract amendment with Brach Eichler LLC	17.883 Contract amendment with Brach Eichler LLC
17.625 Contract amendment with Arcadis U.S., Inc	17.907 Contract amendment with Spiro LLC
17.683 Contract amendment with ERFIS Inc.	17.949 Contract amendment with City Auto and Truck Parts LLC
17.777 Contract amendment with Domenick Carmagnola Esq.	

For each change order listed above, submit with introduced budget a copy of the governing body resolution authorizing the change order and an Affidavit of Publication for the newspaper notice required by N.J.A.C. 5:30-11.9(d). (Affidavit must include a copy of the newspaper notice.)

If you have not had a change order exceeding the 20 percent threshold for the year indicated above, please check here

JUL 18 2018

Date

and certify below.

Alan Syman
Clerk of the Governing Body

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

City Clerk File No. Res. 18-650

Agenda No. 10.B

Approved: JUL 18 2018



TITLE:

A RESOLUTION HONORING THE SAINT PETER'S UNIVERSITY CHAPTER OF THE PI LAMBDA TAU FRATERNITY ON THE OCCASION OF THEIR 50TH ANNIVERSARY

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, Pi Lambda Tau is a social and service fraternity of Saint Peter's University founded by Barry Lafer and Jack Kook on May 5, 1968; and,

WHEREAS, Pi Lambda Tau has a long history of campus and community service in Jersey City, completing at least one service project each semester; and,

WHEREAS, Pi Lambda Tau's first service project, actually pre-dated the official founding of the fraternity in February 1968 with contributions collected and assembled as gift packs for the University's Appalachia Project; and,

WHEREAS, additional community and campus activities undertaken by **Pi Lambda Tau** include annual Lenten and Thanksgiving food collection drives to benefit Jersey City food pantries, an annual Christmas toy drive, and persuading nationally renowned public figures, including Bill Ayers, to visit campus to promote the charity work being done; and,

WHEREAS, in addition to service projects, **Pi Lambda Tau** is very active in its support of Saint Peter's intercollegiate sports programs, and members are active in virtually every intramural sports program on campus; and,

WHEREAS, Pi Lambda Tau fraternity members are proud to serve the local community together, which in turn creates a strong bond for brothers that has lasted a lifetime; and,

WHEREAS, in celebration of this half-century of brotherhood, **Pi Lambda Tau** is celebrating the 50th anniversary of its founding with a reunion dinner on Saturday, July 21 at Saint Peter's University;

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that all the members of Pi Lambda Tau are hereby recognized and thanked for their charitable works over the last 50 years.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *Gregory Roman*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-651

Agenda No. 10.C

Approved: JUL 18 2018



TITLE:

A RESOLUTION COMMEMORATING THE LIFE OF JOHN JOSEPH ALLEN, SR.

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, John Joseph Allen, Sr. was born to Ousy and Katie Allen on September 8, 1938 in Jersey City, New Jersey, where he attended public school and graduated from Lincoln High School, going on to earn a degree in Business Administration from Rutgers University; and,

WHEREAS, John Joseph Allen Sr. was united in holy matrimony on April 27, 1957 to the late Rosemary Daniels Allen, and together they were blessed with three children, Sheila, John Jr. and Lori; and,

WHEREAS, from an early age, **John Joseph Allen Sr.** professed his faith in Jesus Christ and was a member of Monumental Baptist Church for over 70 years, where he served faithfully as a Trustee and a member of the Chapel Choir, Men's Choir and the Voices of Monumental; and,

WHEREAS, John Joseph Allen, Sr. was blessed by God to share his music ministry with many, participating in several choirs and groups throughout the region, including the United Ebony Ensemble, and was asked by others to minister in music at special occasions, weddings and home going services. A highlight of his singing career was performing at the Apollo Theatre; and,

WHEREAS, all who experienced **John Joseph Allen Sr.**'s voice were ushered into a higher place in praise, worship and musical enjoyment, and he was proud to serve as the President of the Chapel Choir for over 32 years and he continued to sing until he was physically unable; and,

WHEREAS, John Joseph Allen Sr. was a 35-year employee of Public Service Electric and Gas Company, and was active in the community, and served in the Army National Guard; and,

WHEREAS, on Tuesday, July 3, 2018, **John Joseph Allen, Sr.** quietly departed from this life, leaving behind to cherish his memory his three sisters, three children, four grandchildren, and two great-grandchildren, and a host of nieces, nephews, in-laws, and a lifetime of friends and acquaintances.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the life of **John Joseph Allen Sr.** is hereby commemorated, in the hope that the memory of his life may serve as a comfort to those left to mourn his memory.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *Gregory Romano*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-652

Agenda No. 10.D

Approved: JUL 18 2018



TITLE: RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A SISTER CITY RELATIONSHIP BETWEEN THE CITY OF GENERAL SANTOS IN THE REPUBLIC OF THE PHILIPPINES AND THE CITY OF JERSEY CITY IN THE UNITED STATES OF AMERICA AND THE EXECUTION OF A MEMORANDUM OF AGREEMENT

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of General Santos ("General Santos") is located in the Republic of the Philippines; and

WHEREAS, the City of Jersey City ("Jersey City") and General Santos desire to contribute their efforts to promoting goodwill on both sides, to deepening a continuing friendly relationship through a broad exchange in the fields of education, culture, heritage and the arts, tourism, agriculture, information technology and economy, to the development of manpower and technology for the progress of both cities and to promoting national peace and security; and

WHEREAS, General Santos is a coastal city, and home to the largest shipping port on the island of Mindanao, as well as a thriving fishing industry, known since the 1970s as the "Tuna Capital of The Philippines;" and,

WHEREAS, General Santos also boasts a rich agricultural economy, growing a variety of crops including corn, pineapple, coconut, bananas, asparagus, and rice; and,

WHEREAS, in addition to its food production sector, General Santos is home to a vibrant collection of international retail business and is a destination for travelers worldwide who enjoy the city's robust selection of shopping malls and restaurants; and,

WHEREAS, Jersey City and General Santos desire to establish a Sister-City relationship with each other; and

WHEREAS, Jersey City and General Santos desire to execute a Memorandum of Agreement that establishes and memorializes the Sister-City relationship between the two cities.

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

1. the City of Jersey hereby establishes a Sister-City relationship with the City of General Santos in the Republic of the Philippines; and
2. the Mayor is hereby authorized to the execute the Memorandum of Agreement attached hereto.

RR
7-10-18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

18-652
JUL 18 2018

**MEMORANDUM OF AGREEMENT
Between the Cities of Jersey City, New Jersey, United States,
and General Santos City, Republic of Philippines**

The Cities of General Santos and Jersey City agree that they shall make efforts to promote goodwill on both sides, develop a friendly relationship through exchange in the fields of education, culture, heritage, the arts, tourism, agriculture, information technology, and economics, in hopes that their partnership will promote international peace and security.

The friendly relationship between Jersey City and General Santos City shall pursue the following objectives:

1. Exchange of public and private associations;
2. Exchange of school students, teachers, workers, correspondence, and sports;
3. Exchange of culture, heritage and arts through the promotion of mutual tourism;
4. Exchange of trade and commerce through advertising patronizing each City's assets with the assistance of the private sector;
5. Exchange of technology relating to investment promotion, agricultural production, trade, digitization, and environmental conservation;
6. Exchange of community social development and civic involvement;
7. Exchange of experts in computer technology, local government administration, revenue generation, resources, management, and other innovative programs and projects;
8. Cross visits of government officials, employees, and public and private organizations to learn about effective governance and efficient public service.

Both cities affirm their belief that this friendly relationship will be promoted by faithfully observing the spirit of the declaration and herewith affirm sister city status.

**SIGNED AND SEALED AT THE CITY OF JERSEY CITY, NEW JERSEY THIS 14th
DAY OF AUGUST 2018.**

RONNEL C. RIVERA
MAYOR
GENERAL SANTOS CITY
REPUBLIC OF THE PHILIPPINES

STEVEN M. FULOP
MAYOR
JERSEY CITY, NEW JERSEY
UNITED STATES OF AMERICA

ATTESTED:

ATTESTED:

GENERAL SANTOS CITY
REPUBLIC OF THE PHILIPPINES

JERSEY CITY, NEW JERSEY
UNITED STATES OF AMERICA

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

City Clerk File No. Res. 18-653

Agenda No. 10.E

Approved: WITHDRAWN

TITLE: **RESOLUTION AUTHORIZING A LICENSE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE OPEN SPACE STATE INSTITUTE FOR CITY PROPERTY KNOWN AS THE JERSEY CITY RESERVOIR IN THE TOWN OF BOONTON**



COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("City") is the owner of a 1,300-acre reservoir property lying in the Town of Boonton and the Township of Parsippany-Troy Hills known as the "Jersey City Reservoir," being known and identified Lot 1, Block 400; Lots 1 and 2, Block 450; and Lot 8, Block 494 in the Township of Parsippany-Troy Hills, and Lots 17 and 18, Block 79; Lots 68.01 and 84, Block 90; Lots 2, 3, 4, 9, 22, 47 and 67, Block 90.01; Lots 3 and 4.02, Block 105 and Lot 3, Block 105.01 in the Town of Boonton (hereinafter, "Jersey City Reservoir" or the "City Property"); and

WHEREAS, the Open Space Institute, a not-for-profit corporation under New York law having a principal place of business at 1350 Broadway, Suite 201, New York, New York 10018 (the "Institute"), is a publicly-supported charity that protects land throughout the East Coast of the United States, and, among other purposes, develops recreational trails for public use and conservation purposes; and

WHEREAS, City and Institute recognize the significant public benefit to developing a trail system surrounding said reservoir and City is willing to grant and Institute is willing to receive a license for a one (1) year period to enter the lands of the Jersey City Reservoir in order to undertake the environmental and engineering tests and public safety studies that are necessary to develop a recreational trail surrounding the reservoir and develop a management plan for same; and

WHEREAS, the City desires to grant permission to Institute to access and enter onto City Property for a limited time and purpose as set forth herein; and

WHEREAS, the City and Institute agree to enter into a license agreement for a term of one year, in substantially the form attached hereto as Exhibit A (hereinafter, the "License Agreement").

TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE OPEN SPACE STATE INSTITUTE FOR CITY PROPERTY KNOWN AS THE JERSEY CITY RESERVOIR IN THE TOWN OF BOONTON

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

- 1) The Open Space Institute is authorized to access and enter onto City Property as described above, for the purpose of performing the activities described in the License Agreement attached hereto; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and
- 3) The term of the License Agreement shall be for twelve (12) months effective upon execution of the License Agreement by City officials.

BD
07/10/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Certific

Not Rec

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

RESOLUTION FACT SHEET – 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 A LICENSE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE OPEN SPACE INSTITUTE FOR CITY PROPERTY KNOWN AS THE JERSEY CITY RESERVOIR IN THE BOONTON RESERVOIR

Initiator

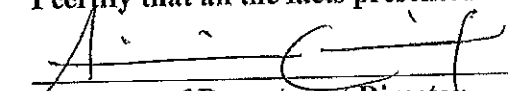
Department/Division	Housing, Eco. Dev. And Commerce	Office of the Director
Name/Title	Marcos D. Vigil	Director
Phone/email	201-547-5606	mvigil@jenj.org

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

Resolution Purpose

Purpose is to allow the Open Space Institute to access the Jersey City Reservoir to investigate and conduct sampling for purposes of designing and planning a passive trail

I certify that all the facts presented herein are accurate.


Signature of Department Director

July 10, 2018
Date

LICENSE AGREEMENT

Jersey City Reservoir

This agreement made this ____ day of July, 2018, by and between

THE CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, referred to as "Licensor";and

OPEN SPACE INSTITUTE LAND TRUST, INC., a not-for-profit corporation under New York law having a principal place of business at 1350 Broadway, Suite 201, New York, New York 10018, referred to as "Licensee."

WHEREAS, the Licensor is the owner of a 1,300-acre reservoir property lying in the Town of Boonton and the Township of Parsippany-Troy Hills known as the "Jersey City Reservoir," being known and identified Lot 1, Block 400; Lots 1 and 2, Block 450; and Lot 8, Block 494 in the Township of Parsippany-Troy Hills, and Lots 17 and 18, Block 79; Lots 68.01 and 84, Block 90; Lots 2, 3, 4, 9, 22, 47 and 67, Block 90.01; Lots 3 and 4.02, Block 105 and Lot 3, Block 105.01 in the Town of Boonton (hereinafter, "Jersey City Reservoir" or the "City Property");

WHEREAS, the Licensee is a publicly-supported charity that protects land throughout the East Coast of the United States, and, among other purposes, develops recreational trails for public use and conservation purposes; and

WHEREAS, Licensor and Licensee recognize the significant public benefit to developing a trail system surrounding said reservoir and Licensor is willing to grant and Licensee is willing to receive a license for a one (1) year period to enter the lands of the Jersey City Reservoir in order to undertake the environmental and engineering tests and public safety studies that are necessary to develop a recreational trail surrounding the reservoir and develop a management plan for same;

NOW THEREFORE in consideration of One Dollar (\$1.00), and at no cost or expense whatsoever to Licensor, the receipt and sufficiency of which is hereby acknowledged and in further consideration of the foregoing recitations and terms set forth below, the Licensor hereby grants to the Licensee a license to enter the property of the Jersey City Reservoir and undertake environmental and engineering tests and studies relating to the development of a recreational trail on the following terms and conditions:

1. The term of the license (the "License") shall be for one (1) year period, beginning on the date hereof.
2. Under this License, the Licensee may enter the property of the Jersey City Reservoir in order to undertake testing and engineering studies, site planning, and other activities relative to the proposed development of the "Jersey City Reservoir Trail."
3. The activities to be undertaken by Licensee shall include environmental testing, testing of existing water quality, studies of the impact of the trail on the reservoir and water quality, engineering studies relative to the construction and maintenance of the trail, an investigation of measures to be undertaken to ensure the safety of users of the trail and the continued integrity of the lands surrounding the waters of the reservoir, as well as the development of a proposed management plan. Such studies and testing will be non-invasive will not involve any alteration of the existing soils and/or infrastructure surrounding the reservoir.
4. It is intended by the parties that if the environmental, engineering, safety and other studies undertaken by the Lessee demonstrate that the development, maintenance and use of the trail will not have a deleterious impact of the Jersey City Reservoir and its waters, that the parties will negotiate and enter into a long-term lease, which

terms and conditions shall be negotiated during the one-year license term and presented to the Jersey City Council for approval prior to execution.

5. This License may not be transferred to any other entity without the prior written approval of Licensor.
6. Licensee shall indemnify, defend, and hold Licensor harmless from all suits, actions claims, demands, damages and expenses, including reasonable attorneys' fees resulting from property damage and/or personal injuries which occur or are alleged to occur as a result of the Licensee's studies, engineering, and other activities on the Licensors' lands pursuant to this License.
7. All expenses and costs required to satisfy any or all of Licensee's obligations pursuant to this agreement shall be its sole cost and expense.
8. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the City Property.
9. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City and the Jersey City Municipal Utilities Authority ("JCMUA") from any liability in connection with the Licensee's use of the City Property in the amounts and as specified in **Exhibit A**, attached hereto. Licensee will supply the City with a copy of its insurance liability policy. Any adjustments to the type and amount of the insurance shall be determined by the City's Risk Manager. The City and JCMUA shall be named as an insured party.
10. All accidents or injuries to person or any damages to property, occurring as a result of or in connection with the Licensee's use of the City Property shall be reported immediately to the City of Jersey City, Division of Risk Management and the

Business Administrator as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

11. The Licensee's use of the City Property shall be in accordance with all applicable federal, state, county and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the City Property by the Licensee.
12. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest.
13. The permission to use the City Property is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permits, permissions and approvals.
14. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
15. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
16. All equipment installed or used by the Licensee in connection with its use of the City Property that may be removed without damage to City Property shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than two (2) weeks thereafter. In the event that the same is

not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

17. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

18. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

IN WITNESS WHEREOF, the Licensor and Licensee have duly caused these presence to be signed, attested, sealed and acknowledged on the day and year first written above.

ATTEST

LICENSOR – CITY OF JERSEY CITY

By:

ATTEST

LICENSEE – OPEN SPACE INSTITUTE LAND
TRUST, INC.

By:

EXHIBIT A

LICENSEE shall purchase and maintain the following insurance during the terms of this Agreement:

- **Comprehensive General Liability:** including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the LICENSEE with not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in aggregate for Bodily Injury and Property Damage Liability.
- **Automobile Liability Coverage:** naming as insured the LICENSEE with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage
- **Workmen's Compensation Insurance:** benefit securing compensation for the benefit of the employees of the LICENSEE with NJ statutory limits and Employer's Liability in the amount of ONE MILLION (\$1,000,000.00) DOLLARS.
- **Professional Liability Insurance:** covering as insured the LICENSEE with not less than TWO MILLION (\$2,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the LICENSEE indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the LICENSEE or any one employed by the LICENSEE. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

Before commencing the work, the LICENSEE shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City and the Jersey City Municipal Utilities Authority as an additional insured.

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

City Clerk File No. Res. 18-654

Agenda No. 10.F

Approved: JUL 18 2018



TITLE: RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE REGARDING THE PROPERTY LOCATED AT 1209 SUMMIT AVENUE, UNIT #416, A/K/A BLOCK 897, LOT 10

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on January 18, 2011, Afzan Ahmed purchased condominium unit 416 at the property located at 1209 Summit Avenue, a/k/a Block 897, Lot 10 (the "Property"); and

WHEREAS, the Property received a municipal subsidy of \$83,333.33, which was secured by a mortgage and note and recorded against the Property with the County Register's Office; and

WHEREAS, the City's municipal subsidy was subject generally to the applicable guidelines under the CHOICE Program, which is administered by the New Jersey Housing Mortgage and Finance Agency; and

WHEREAS, the terms of the mortgage provide that after five (5) years the seller does not have to repay the subsidy as long as the new owner assumes occupancy within 60 days of the closing and continuously occupies the Property for one year thereafter; and

WHEREAS, the City's mortgage further provides that if the new owner fails to meet the conditions of occupancy the recipient of the subsidy, Mr. Ahmed, must be responsible to repay 25% of the net proceeds from the sale after deducting allowable expenses, which the City has calculated as \$28,528.35; and

WHEREAS, on May 22, 2018, Mr. Ahmed entered into a contract to sell his unit and the closing is currently pending; and

WHEREAS, the new owner has agreed to allow the City to maintain a recorded interest in the property after closing in order to ensure compliance of the one year continuous occupancy; and

WHEREAS, as a result of the new owner agreeing to assume a new mortgage and note on the property which shall include the same terms and condition of the original mortgage and note-to assure that the new owner shall continuously occupy the property for one year period mandated by NJ CHOICE Program; and

WHEREAS, as a result the City can release 100% of the municipal subsidy to the seller at closing.

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

1. The Business Administrator is authorized to execute a Discharge of Mortgage of the City Mortgage affecting property located at 1209 Summit Avenue, Unit 416 a/k/a Block 897, Lot 10.
2. The new owner will execute a document to be recorded against the property which requires the new owner to continuously occupy the property for one year after closing.

PRV/mma 7/11/2018

APPROVED: _____
 APPROVED: Jorge Roman
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				7.18.18							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE REGARDING THE PROPERTY LOCATED AT 1209 SUMMIT AVENUE, UNIT # 416, A/K/A BLOCK 897, LOT 10

Initiator

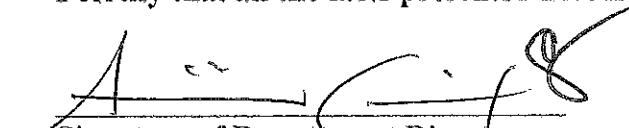
Department/Division	HEDC/Community Development	HEDC/ Community Development
Name/Title	Priti Vakharia	Compliance Officer
Phone/email	(201) 547-6563	PVakharia@jcnj.org

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

Resolution Purpose

The Property is subject to a municipal subsidy that was awarded under the CHOICE Program, which is administered by the New Jersey Housing Mortgage and Finance Agency. The terms of the City's mortgage provide that after five (5) years the seller does not have to repay the subsidy as long as the new owner assumes occupancy within 60 days of the closing and continuously occupies the Property for one year thereafter. The City's mortgage further provides that if the new owner fails to meet the conditions of occupancy the recipient of the subsidy, must be responsible to repay 25% of the net proceeds from the sale after deducting allowable expenses, which the City has calculated as \$28,528.35.

I certify that all the facts presented herein are accurate.


Signature of Department Director

7.9.18
Date

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

City Clerk File No. Res. 18-655

Agenda No. 10.G

Approved: JUL 18 2018

TITLE:

**RESOLUTION REMOVING A RESTRICTION FROM THE
DEED OF CONVEYANCE THAT AFFECTS
BLOCK 5003 LOT 1 LOCATION 325 PALISADE AVENUE**



**COUNCIL
following resolution:**

offered and moved adoption of the

WHEREAS, the City of Jersey City on September 12, 2006 sold the above property not needed for public use to: Hudson Palisades, LLC, 195 Fairfield Avenue, Suite 2A, West Caldwell, New Jersey 07006; and,

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

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

WHEREAS, The Construction Official, Raymond Meyer has signed and issued a Certificate of Occupancy on said property indicating that the property was renovated in compliance with the conditions of sale which were adopted by the Municipal Council on August 16, 2006; and,

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

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

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

1. The City finds and declares that all the terms and conditions of sale contained in the resolution adopted by the governing body of the City of Jersey City on August 16, 2006 have been complied with.

2. Block 5003 Lot 1 Location 325 Palisade Avenue is hereby released from any and all restrictions.

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

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

WITNESS

CITY OF JERSEY CITY

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

TITLE:

**RESOLUTION REMOVING A RESTRICTION FROM THE
DEED OF CONVEYANCE THAT AFFECTS
BLOCK 5003 LOT 1 LOCATION 325 PALISADE AVENUE**

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

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

Sworn and subscribed to
Before me this day
of 2018.

Notary Public

Robert Byrne, City Clerk

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

APPROVED: *John P. ...* Business Administrator *[Signature]* Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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



Jersey City
 Dept. of Housing, Economic Development &
 Commerce
 Office of Construction Official
 30 Montgomery Street, Room 412

Date Issued 4/11/2017
 Control Number 78004
 Permit Number 20093961
 Permit Issue Date 12/28/2009
 Certificate Number 20093961

Certificate
 Construction Code Division
 (Certificate of Occupancy)

Identification

Work Site Location: 325 PALISADE AVENUE JERSEY CITY, NJ Block: 5003 Lot: 1 Qual: _____
 Owner in Fee: HUDSON PALISADES, LLC
 Owner Address: 46 BROADWAY JERSEY CITY NJ 07306
 Telephone: (201) 988-3233
 Contractor: GLADSTONE BUILDERS, LLC
 Address: 46 BROADWAY JERSEY CITY NJ 07306
 Telephone: (201) 988-3233 Fax: _____
 License Number or Builders Registration Number: _____ Federal Emp. Number: _____

Home Warranty Number: _____
 Type of Warranty Plan: State Private
 Use Group: R-2 Construction Classification: _____
 Maximum Live Load: 0 Maximum Occupancy Load: 0

Description of Work/Use: conversion of existing commercial building to 21 residential units as per approved plans
 cost of construction: \$2,200,000.00

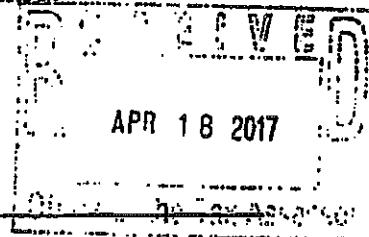
Certificate Comments:

- Certificate of Occupancy**
 This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.
- Certificate of Approval**
 This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.
- Certificate of Continued Occupancy**
 This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.
- Temporary Certificate of Compliance**
 The following conditions must be met no later than or the owner will be subject to fine or order to vacate:
 This certificate has an expiration date of:
 Conditions to be met:

- Certificate of Clearance - Lead Abatement 5:17**
 This serves notice that based on written certification, lead abatement was performed as per NJACS:17 to the following extent.
 Total removal of lead-based paint hazards in scope of work
 Partial or limited time period (years); see file
- Certificate of Clearance - Asbestos Abatement**
 This serves notice that based on written certification, asbestos abatement was performed to the following extent.
 Total removal of asbestos hazards in scope of work
 Partial or limited time period (years); see file
- Certificate of Compliance**
 This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until
- Temporary Certificate of Occupancy**
 The following conditions must be met no later than: or the owner will be subject to fine or order to vacate:
 This certificate has an expiration date of:
 Conditions to be met:

ENTERED ON: 4/11/17
 BY: [Signature]

 Construction Official



Fee: \$0.00
 Check Number: _____
 Collected By: _____

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 REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 5003 LOT 1 LOCATION 325 PALISADE AVENUE

Initiator

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	amiller@jenj.org

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

Resolution Purpose

The City placed a restriction on the deed of 325 Palisade Avenue indicating that the purchaser was not able to sell, convey or otherwise transfer the property until the purchaser provided the City with a Certificate Of Occupancy. The purchaser has now provided the Certificate of Occupancy. Therefore, the restriction can be removed.

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. 18-656

Agenda No. 10.H

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING REFUNDS DUE TO OVERPAYMENTS ON PROPERTY TAX ACCOUNTS.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the attached tax accounts have duplicate payments on the property tax accounts; and

WHEREAS, the owner/entity acting on behalf of the owner has requested a refund due to the duplicate payment; and

WHEREAS, the Tax Collector would like to issue a tax refund to the individual/entity acting on behalf of the owner requesting the refund on the attached schedule and;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey, in the County of Hudson, state of New Jersey, that the refunds, as outlined on the attached schedule be issued, and the records of the Tax Collector's office be accordingly adjusted.

Voucher B092213 Total of Refund \$59,410.52

APPROVED: *[Signature]* APPROVED AS TO LEGAL FORM
 APPROVED: *[Signature]* Corporation Counsel

[Signature]
 Business Administrator

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

18-656
JUL 18 2018

Voucher No	Name	Address 1	Address 2	City	Stat	Zip	Principal	Interest	Total	Accou	Block	Lot	Qualifi	Property Location
1	B092213	PAT CARABELLESE	127 SO WASHINGTON AVE	BERGENFIELD	NJ	07621	\$ 4,867.92	\$ 74.74	\$ 4,942.66	102715	2402	20		417 OGDEN AVE
	B092213	SLK GLOBAL SOLUTIONS AMERICA	2727 LBJ FWY STE 806	DALLAS	TX	75234	\$ 3.46	\$ 3.46	\$ 6.92	65060	6603	31		88 HIGHWAY 139
3	B092213	CENTRALIZED REFUNDS	P.O. BOX 9202	COPPELL	TX	75019	\$ 6,671.79	\$ 6,671.79	\$ 13,343.58	597660	7302	21	C2107	20 NEWPORT PKWY
4	B092213	CORELOGIC TAX SVC	ATTN: REFUNDS	3001 HACKBERRY RD	IRVING	TX	75063	\$ 1,072.50	\$ 1,072.50	250860	9202	6		25 FAYETTE AVE
5	B092213	BLAISE DENICHOLAS	251 NEWARK AVE	APT#5E	JERSEY CITY	NJ	07302	\$ 3,091.59	\$ 3,091.59	659960	11110	5	C0505	251 NEWARK AVE
6	B092213	FELIX XIE	20 SECOND ST #1705	JERSEY CITY	NJ	07302	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	586390	11603	25	C1705X	20 SECOND ST
7	B092213	CITIMORTGAGE, INC	P.O. BOX 23689	ROCHESTER	NY	14692	\$ 4,950.31	\$ 4,950.31	\$ 9,900.62	555490	11603	34	C1503	65 SECOND ST
8	B092213	MTAAG AS CUST FOR ATCF II NJ, LLC	P.O. BOX 54972	NEW ORLEANS	LA	70154	\$ 3,224.41	\$ 3,224.41	\$ 6,448.82	16147	12906	10		55 WAYNE ST
9	B092213	SLK GLOBAL SOLUTIONS AMERICA	2727 LBJ FWY STE 806	DALLAS	TX	75234	\$ 3.38	\$ 3.38	\$ 6.76	574775	13601	3		120 CLIFTON PL
10	B092213	SLK GLOBAL SOLUTIONS AMERICA	2727 LBJ FWY STE 806	DALLAS	TX	75234	\$ 1.50	\$ 1.50	\$ 3.00	574730	13601	8		20 BEACON WAY
11	B092213	SLK GLOBAL SOLUTIONS AMERICA	2727 LBJ FWY STE 806	DALLAS	TX	75234	\$ 2.98	\$ 2.98	\$ 5.96	574755	13601	13		24 BEACON WAY
12	B092213	SLK GLOBAL SOLUTIONS AMERICA	2727 LBJ FWY STE 806	DALLAS	TX	75234	\$ 30.87	\$ 30.87	\$ 61.74	574765	13601	16		44 BEACON PL
13	B092213	SLK GLOBAL SOLUTIONS AMERICA	2727 LBJ FWY STE 806	DALLAS	TX	75234	\$ 4.31	\$ 4.31	\$ 8.62	574770	13601	17		56 BEACON PL
14	B092213	SLK GLOBAL SOLUTIONS AMERICA	2727 LBJ FWY STE 806	DALLAS	TX	75234	\$ 7.32	\$ 7.32	\$ 14.64	574790	15303	11		88 CLIFTON PL
15	B092213	SLK GLOBAL SOLUTIONS AMERICA	2727 LBJ FWY STE 806	DALLAS	TX	75234	\$ 203.73	\$ 203.73	\$ 407.46	574795	15303	12		100 CLIFTON PL
16	B092213	SBMUNICUST%LBHONEYBADGER LLC	P.O. BOX 37531	BALTIMORE	MD	21297	\$ 4,354.35	\$ 4,354.35	\$ 8,708.70	571960	15801	50		262 JOHNSTON AVE
17	B092213	CORELOGIC TAX SVC	MAIL STOP DFW4-2	3001 HACKBERRY RD	IRVING	TX	75063	\$ 4,703.24	\$ 4,703.24	613140	15906	8	C0807	201 MARIN BLVD
18	B092213	CORELOGIC TAX SVC	MAIL STOP DFW4-2	3001 HACKBERRY RD	IRVING	TX	75063	\$ 101.40	\$ 101.40	614840	15906	8	P0145	201 MARIN BLVD
19	B092213	CITIMORTGAGE, INC	14700 CITICORP DR	DEPT 1009	HAGERSTOWN	MD	21742	\$ 8,056.47	\$ 8,056.47	661705	15906	8	C6040	201 MARIN BLVD
20	B092213	RIVERSIDE ABSTRACT LLC	212 SECOND ST	LAKESWOOD	NJ	08701	\$ 747.65	\$ 747.65	\$ 1,495.30	349795	21301	7		31 OAK ST
21	B092213	JAI BAJRANGI INVEST, LLC	2449 KENNEDY BLVD	JERSEY CITY	NJ	07304	\$ 5,146.25	\$ 83.85	\$ 5,230.10	647805	27001	9	X	11 M.L.K DRIVE
22	B092213	CLEMENTE ENTERPRISES LLC	P.O. BOX 141	WYCKOFF	NJ	07481	\$ 249.47	\$ 80.72	\$ 330.19	513747	27503	20	C5306	40 CONSTITUTION WAY
23	B092213	SBMUNICUST%LBHONEYBADGER LLC	P.O. BOX 37531	BALTIMORE	MD	21297	\$ 239.23	\$ 80.75	\$ 319.98	537746	27503	21	C1052	4 CONSTELLATION PL
24	B092213	PAT CARABELLESE	127 SO WASHINGTON AVE	BERGENFIELD	NJ	07621	\$ 254.50	\$ 0.70	\$ 255.20	574870	27503	24	C0032	32 CONSTITUTION WAY
25	B092213	AMRIT & JAIASHWATTIE RAMPERTAB	114 BARTHOLDI AVE	JERSEY CITY	NJ	07305	\$ 1,799.85	\$ 1,799.85	\$ 3,599.70	222489	29201	68		114 BARTHOLDI AVE
26	B092213	CULLEN SCHAFFER	32 ERIE STREET	JERSEY CITY	NJ	07302	\$ 1,801.28	\$ 1,801.28	\$ 3,602.56	231290	29401	47		78 NEPTUNE AVE

TOTAL REFUND

\$ 59,089.76 \$ 320.76 \$ 59,410.52

OVERPAYMENTS INTEREST

18-01-201-46-885-700 18-01-201-46-886-700

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 REFUNDS DUE TO OVERPAYMENTS ON PROPERTY TAX ACCOUNTS.

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

REFUNDS DUE TO OVERPAYMENTS ON PROPERTY TAX ACCOUNTS.

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. 18-657

Agenda No. 10-I

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING THE CITY COLLECTOR TO TRANSFER 2012 AND PRIOR YEAR PREMIUMS PAID ON TAX LIENS PURCHASED AT TAX SALE FROM THE TAX COLLECTOR TO THE CITIES MISCELLANEOUS REVENUE NOT ANTICIPATED ACCOUNT (MRNA).

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

WHEREAS, if a premium has been bid at tax sale it is held by the Tax Collector in a premium redemption account for five years (5); and

WHEREAS, if the certificate is redeemed within five years (5) from the date of the sale, the premium will be returned to the purchaser of the certificate; and

WHEREAS, if the certificate has not been redeemed at the end of five years, the premium payment is then paid over to the Treasurer of the municipality and the premium money becomes part of the general municipal revenue for that year as miscellaneous revenue not anticipated also known as (MRNA); and

WHEREAS, R.S. 54-5-33 states in the event that a petition of bankruptcy has been filed by the property owner after January 18, 2010, the five year limitation shall be extended for each day that foreclosure is precluded by the bankruptcy of the property owner; and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City Of Jersey City, that the Tax Collector of the City Of Jersey City be and is hereby authorized to transfer the premiums paid on tax liens from the premium account to the miscellaneous revenue not anticipated account also known as (MRNA); and

BE IT FURTHER RESOLVED, by the Municipal Council of the City of Jersey City that these funds shall be made available by the city treasurer on a legitimate claim for these premiums in the event the property owner filed a bankruptcy petition and the five year limitation was extended as per R.S. 54-5-33.

TRANSFER TO ACCOUNT 01-194-16-692 FOR \$160,800.00

APPROVED:
 APPROVED:
 Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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

18-657
JUL 18 2018

5 Years and Older Open Liens With Premium - As Of 04/26/2018

Third Party(Outside) Liens

Acct Nc	Cert No	Block	Blk Lot	Lot Sfx	Qualifi	Owner Name	Prop Location	Cert Amt	Sale Date	Premium
114082	2013-0200	2802	39			MUSTAFA, MAZIN	28 LINCOLN ST.	13,106.92	20131219	1,500.00
453738	2013-0593	10007	24		P0015	DE FERRO, LUCILLE	476 MONMOUTH ST.	1,641.14	20131219	500.00
475905	2013-0798	12107	27		C0305	SSB GOLER,LLC%ALEXANDER GRP NJ,LLC	851 BERGEN AVE.	5,497.96	20131219	1,000.00
627615	2013-0847	12707	2		C0531	VADADA, AMITA & DEEPAK	357 VARICK ST.	1,204.60	20131219	1,000.00
433334	2013-0866	13204	25		C0004	HERNANDEZ, DOMINGO JR., & YERELYN	115 HIGHLAND AVE.	7,551.36	20131219	3,000.00
632285	2013-0934	14506	1		C3309	LU, SIQI	77 HUDSON ST.	45,714.11	20131219	1,500.00
259812	2013-0960	14702	31			MBR 3000, LLC	200 NUNDA AVE.	2,915.00	20131219	100.00
290288	2013-1360	19302	46			70 CLENDENNY AVENUE, L.L.C.	70 CLENDENNY AVE.	19,232.81	20131219	3,000.00
289629	2013-1365	19303	65			REYES, LILIBETH ACERIDANO	314 UNION ST.	3,155.79	20131219	1,000.00
351130	2013-1368	19403	17			LEWIS, RUTH %TIMATHY WHITNEY	104 OAK ST	23,047.98	20131219	3,000.00
286898	2013-1513	20602	78			FRANSISCO, EDITHA B.	460 WEST SIDE AVE.	54,460.04	20131219	1,000.00
352104	2013-1566	21101	14			RUSSELL, EVELYN P.	361 FORREST ST.	9,226.23	20131219	2,000.00
350579	2013-1602	21305	16			HOWARD, JONATHAN	275 FORREST ST.	14,067.85	20131219	500.00
356501	2013-1734	23102	44			MEHMOOD, BARIAH	204 MYRTLE AVE.	16,955.64	20131219	1,000.00
208280	2013-2049	25801	18			TIGNER,KEISHA,MCNAMARA,R. &INGRAM A	73 ARMSTRONG AVE.	4,348.19	20131219	500.00
534016	2013-2116	26102	15		C3012	SUITE, ANDRE M.	19 LEE CT.	801.83	20131219	1,000.00
590145	2013-2120	26102	20		C8001	SOCIETY HILL AT DROYERS P.C.ASC,INC	93 ROBINSON DR.	7,772.70	20131219	500.00
436972	2013-2141	26401	1		C0404	SMITH, LUCHINA	1870 KENNEDY BLVD.	15,068.71	20131219	1,100.00
637360	2012-0498	7701	5		C0634	CHEN,LANGLING&DEBONIS, ENRICO	50 DEY STREET	233.40	20121220	100.00
652060	2012-1020	15801	19		C0373	RODRIQUEZ, DANIEL THOMAS	112 LIBERTY VIEW DR.	1,949.82	20121220	100.00
278515	2012-1620	20802	68			EMME, DAVID	66 CLARKE AVE.	46,071.10	20121220	1,000.00
174169	2012-2241	26201	66			OLSZEWSKI, GENEVIEVE	116 TERHUNE AVE.	45,976.00	20121220	100.00
217927	2012-2418	28101	56			ACETI, MARY ANN	1738 KENNEDY BLVD.	26,703.18	20121220	800.00
580000	2011-1986	6902	25			JERSEY CITY REALTY CORP.,	581 MONMOUTH ST.	90.87	20111215	200.00
416172	2011-2145	6502	14		C0512	MENDOZA, VICTOR	10 HURON AVE.	57,144.36	20111215	1,000.00
107375	2011-0305	503	7			ARROYO, KIRSSY T.	23 HAGUE ST.	9,138.23	20110609	2,000.00
174995	2011-0507	26902	17			DI FALCO, SAMUEL	28 TERHUNE AVE.	78,260.40	20110609	8,500.00
340448	2011-1343	18704	12			COOK, LEROY & EMMA L	18 MC DOUGALL ST.	123.77	20110609	100.00
11858	2010-0118	11602	1			212 MARIN BLVD, LLC % ALAMPI, C.	437 MARIN BLVD.	90,482.48	20100629	2,000.00
19083	2010-0139	11304	1			247 MANILA AVENUE, LLC % ALAMPI, C.	441-7 MANILA AVE.	#####	20100629	4,000.00
25221	2010-0151	11204	24			280 ERIE STREET,LLC % ALAMPI,C.ESQ	618.5 JERSEY AVE.	17,738.55	20100629	3,000.00
25460	2010-0152	11204	1			280 ERIE STREET,LLC % ALAMPI,C.ESQ	626 JERSEY AVE.	#####	20100629	1,000.00
31757	2010-0166	11211	1			317 JERSEY AVENUE,LLC % ALAMPI,C.	621-27 JERSEY AVE.	#####	20100629	5,000.00
38471	2010-0178	11210	1			354 COLE STREET,LLC % ALAMPI,C.ESQ	99 COLES STREET	#####	20100629	4,000.00
596215	2010-0216	9804	2			415 BRUNSWICK STREET, LLC%ALAMPI	363 SIXTH ST.	31,620.11	20100629	6,000.00
596220	2010-0217	9804	3			415 BRUNSWICK STREET, LLC%ALAMPI	361 SIXTH ST.	31,620.11	20100629	3,000.00
596225	2010-0218	9804	4			415 BRUNSWICK STREET, LLC%ALAMPI	359 SIXTH ST.	31,620.11	20100629	2,000.00
596230	2010-0219	9804	5			415 BRUNSWICK STREET, LLC%ALAMPI	357 SIXTH ST.	31,620.11	20100629	3,000.00
596235	2010-0220	9804	6			415 BRUNSWICK STRBET, LLC%ALAMPI	355 SIXTH ST.	31,620.11	20100629	3,000.00
553230	2010-0221	10901	120			446 NEWARK AVE.,LLC & CONRAIL	363 NEWARK AVE.	93,113.63	20100629	4,000.00
448100	2010-0258	6801	7		C0201	DANIEL, RODERICK	59 HOPKINS AVE.	20,848.53	20100629	1,000.00
636600	2010-0308	7701	5		C0226	DORLEUS, GAULLENS	50 DEY STREET	209.90	20100629	200.00
93179	2010-0377	3902	31			GONZALEZ, ISMAEL & ELDA H/W	425 PALISADE AVE.	77,220.13	20100629	1,500.00
194589	2010-0602	23203	35			SHIMON NEUSTAD,%HOPE MNGT.	79 MYRTLE AVE.	47,319.25	20100629	1,100.00
198226	2010-0613	24001	39			RODD, ALBERT	92 BIDWELL AVE.	45,002.85	20100629	1,000.00
236620	2010-0746	29502	24			SMITH, GRACE O.	23 PEARSALL AVE.	48,649.57	20100629	1,400.00

18-657
JUL 18 2018

240663	2010-0767	24201	7	AUSTIN, DOROTHY & LAURENCE BRAKER	16 RICHARD ST.	40,841.27	20100629	500.00
594620	2010-1132	17003	14	SMITHEN, W & I SAMUEL C/O VET ADMIN	34 PARK ST.	26,737.85	20100629	1,000.00
84665	2009-1705	4401	47	CATALINA, FRANK & TERESE	134 BOORAEM AVE.	82,642.09	20091008	1,000.00
97329	2009-1786	773	34	CH. OF ST. PAUL OF THE CROSS%SWENSON	HANCOCK AVE.	238.51	20091008	100.00
191684	2009-2173	1295	5	LEW REALTY INVEST. % MIKE G.	76 FISK STREET	781.92	20091008	100.00
546739	2009-2173	22002	28	76 FISK STREETS REALTY, LLC	76 FISK	784.95	20091008	100.00
262220	2009-2712	16101	18	POSAS, CARLOS	223 DUNCAN AVE.	10,500.21	20091008	100.00
330373	2009-3032	16802	3	EST OF V. CAMERON% J. GASKINS	69.5 JEWETT AVENUE	33,731.57	20091008	500.00
459099	2009-0016	7302	2 4	C0205 PAHUJA, KAMINI	45 RIVER DR.SOUTH	71,967.98	20090707	3,000.00
596240	2009-0214	9804	7	415 BRUNSWICK STREET, LLC%ALAMPI	353 SIXTH ST.	41,216.95	20090707	2,000.00
50807	2009-0219	10901	123	CONSOLIDATED R.R.	NEWARK AVE.	8,387.19	20090707	200.00
415463	2009-0274	6502	14	C0103 201 ST.PAULS CONVERSION	10 HURON AVE.	47,065.31	20090707	1,000.00
415562	2009-0275	6502	14	C0116 201 ST.PAULS CONVERSION	10 HURON AVE.	44,957.44	20090707	3,000.00
421974	2009-0345	6502	2	C0718 201 ST. PAULS CONVERSION	201 ST. PAULS AVE.	29,838.63	20090707	1,000.00
446286	2009-0642	28504	22	C0006 ACETI, HARRY & MARY ANN	1643 KENNEDY BLVD.	27,649.43	20090707	500.00
281188	2009-1031	22302	12	HARVEY, ALBERTHA & RONALD	219 GRANT AVE.	17,136.99	20090707	100.00
292037	2009-1075	19301	2	PIZZARO, OSCAR	147-147A OXFORD AVE.	16,006.04	20090707	100.00
348979	2009-1353	21302	12	GIPSON, CLARABELL	77 UNION ST.	8,248.39	20090707	100.00
204750	2008-2035	25804	14	WISE, LOTTIE	87 DWIGHT ST.	21,051.02	20081120	500.00
243642	2008-2305	25201	2	NEW DAY REFUGE CHURCH OF OUR LORD	67 STEGMAN ST.	74,007.99	20081120	200.00
335190	2008-2685	17001	3	MCKINNON, ANNIE	79 PRESCOTT ST.	7,244.35	20081120	500.00
344127	2008-2740	18505	14	BAERGA, PETER & FAYE	100 ATLANTIC ST.	25,554.25	20081120	700.00
352427	2008-2784	1978	14	HARMON BROS ELECTRIC INC.	427 M.L. KING DRIVE	804.57	20081120	300.00
371435	2008-2938	20201	88	187 PINE STREET ASSOCIATES, L.L.C.	187 PINE ST.	14,374.98	20081120	200.00
374835	2008-2946	17301	4	MECCA REALTY PROPERTIES, INC	669 GRAND ST.	846.94	20081120	100.00
379214	2008-2963	15403	9	PACIFIC AMERICA MONEY CENTERS, INC.	41 BISHOP ST.	18,054.42	20081120	300.00
527119	2008-0106	13002	14	P0028 MARTORANA, ROBERT & CHRISTEN	143 MORGAN ST.	7,622.79	20080626	200.00
580025	2008-0186	6902	19	NJ TRANSIT	MONMOUTH ST.	366.52	20080626	300.00
82107	2008-0287	5801	11	PAUL, ALFRED G. & MARSH, SHARLENE	9 RESERVOIR AVE.	33,534.51	20080626	3,100.00
138461	2008-0513	604	28	DE JESUS, JOHN	NELSON AVE.	1,269.46	20080626	1,000.00
161364	2008-0574	28502	11	DAVIS, BESSIE	273 WINFIELD AVE.	69,302.74	20080626	1,500.00
192690	2008-0665	23001	26	AUDOBON RENEWAL CORP % REILLY MTG	171 BERGEN AVE.	6,992.60	20080626	500.00
205435	2008-0731	25703	31	ANDREWS, CLIFFORD & JOYCE	126 WOODLAWN AVE.	17,399.49	20080626	1,200.00
243105	2008-0883	25202	44	FORREST PROPERTY HOLDINGS LLC	10 BAYSIDE PL.	57,418.81	20080626	500.00
247965	2008-0902	23703	12	LOPEZ, ELISA	9 MYRTLE AVE.	46,116.56	20080626	1,500.00
335190	2008-1264	17001	3	MCKINNON, ANNIE	79 PRESCOTT ST.	3,031.70	20080626	200.00
364554	2008-1383	22701	9	OCEAN PARKWAY,LLC % BENYAMIN,DANIEL	165 CLERK ST.	5,973.62	20080626	200.00
372854	2008-1436	2050	0000P	SANCHEZ, A.,PINIERO, F.& GILLIS, J.	306 COMMUNIPAW AVE.	396.50	20080626	100.00
376723	2008-1458	19005	30	JERSEY CITY REDEVELOPMENT AGENCY	332 WHITON ST.	28,405.16	20080626	500.00
281519	2007-2660	22401	10	FRANCIS, MICHAEL JAMES SR.	249 BERGEN AVE.	49,737.29	20070927	200.00
328245	2007-2811	16801	44	EST. OF L. HANKERSON % T. HANKERSON	66 JEWETT AVE.	35,063.44	20070927	500.00
342675	2007-2913	18601	16	BROTHERS FROM ANOTHER MOTHER, LLC	542 M.L. KING DRIVE	51,846.10	20070927	300.00
590410	2007-3147	13801	14	FLORENCE WAREHOUSE CORP.	448 GRAND STREET	2,058.07	20070927	5,000.00
580000	2007-0244	6902	25	JERSEY CITY REALTY CORP.,	581 MONMOUTH ST.	1,293.03	20070628	100.00
77131	2007-0407	699	61	JAIMM I, L.L.C.	240 BEACON AVE.	154.45	20070628	100.00
194134	2007-0813	23103	13	193 MYRTLE, LLC	193 MYRTLE AVE.	10,811.17	20070628	500.00
194886	2007-0819	23501	52	JOHNSON, DORIS E.	94 WILKINSON AVE.	4,629.00	20070628	500.00
243642	2007-1067	25201	2	NEW DAY REFUGE CHURCH OF OUR LORD	67 STEGMAN ST.	11,791.03	20070628	1,000.00
253237	2007-1154	10302	11	IPPOLITO, NICHOLAS & MARIE	32 WRIGHT AVE.	42.40	20070628	100.00
536789	2007-1246	1775	1 88	475 CLAREMONT AVE.URBAN RENEWAL,LLC	455 CLAREMONT AVE.	1,971.04	20070628	1,000.00
281519	2007-1273	22401	10	FRANCIS, MICHAEL JAMES SR.	249 BERGEN AVE.	5,633.85	20070628	2,100.00
217927	2006-2236	28101	56	ACETI, MARY ANN	1738 KENNEDY BLVD.	567.94	20061005	1,000.00

18-657
 JUL 18 2018

283853	2006-2465	22404	6		EST OF V.CAMERON% J. GASKINS	23 MORTON PL.	65,690.12	20061005	300.00
90191	2006-0411	3903	13		394 PALISADE AVE.CONDOMINIUM ASSOC.	394 PALISADE AVE.	8,580.95	20060622	1,200.00
148874	2006-0617	3302	16		SANDRA SCANLON, L.L.C.	554 TONNELE AVE.	16,780.82	20060622	1,000.00
148908	2006-0618	3302	19		SANDRA SCANLON, L.L.C.	560 TONNELE AVE.	15,912.68	20060622	500.00
214353	2006-0868	27102	13		MATTHEWS, ROBERT JR.	79 WARNER AVE.	64,390.71	20060622	3,000.00
214361	2006-0869	27102	12		MATTHEWS, ROBERT JR.	81 WARNER AVE.	165.95	20060622	600.00
219444	2006-0900	28102	32		PUSPAW INC.	225 OLD BERGEN RD.	#####	20060622	5,000.00
230508	2006-0935	1416	8	B	TRUE VINE CHURCH OF JESUS INC.,	129 LINDEN AVE.	724.37	20060622	1,000.00
561704	2006-0935	28702	5		TRUE VINE CHURCH OF JESUS INCORP.,	129 LINDEN AVE.	33,772.49	20060622	1,000.00
441329	2006-1018	27503	11		P0009 C.DOUBLE P.ASSO.C/O DWYER-CANELLIS	CHAPEL AVE.	2,785.49	20060622	500.00
441337	2006-1019	27503	11		P0010 NEW LIBERTY U.R.	CHAPEL AVE.	7,088.11	20060622	500.00
536763	2006-1194	1775	1	86	475 CLAREMONT AVE.URBAN RENEWAL,LLC	47 MALLORY AVE.	2,264.89	20060622	500.00
289421	2006-1232	19303	3		119 CLENDENNY CONDOMINIUM ASSOCIATI	119 CLENDENNY AVE.	53.26	20060622	100.00
349829	2006-1542	21301	4		GARCIA, LUIS	OAK ST.	6,003.60	20060622	2,000.00
651675	2006-1542	21301	4	2	REDDY, SRI	35 OAK ST.	9,691.20	20060622	2,000.00
349837	2006-1543	1972		0000G	GARCIA, LUIS	37 OAK ST.	5,409.79	20060622	1,000.00
349829	2006-1543	21301	4		GARCIA, LUIS	OAK ST.	6,121.73	20060622	1,000.00
350587	2006-1548	21305	17		HOWARD, EDWARD & CAROLYN J.	273 FORREST ST.	48,647.78	20060622	2,000.00
651675	2006-1543	21301	4	2	REDDY, SRI	35 OAK ST.	5,409.79	20060620	1,000.00
353334	2005-1885	1981		0000E	NEW JERSEY SCHOOLS CONSTRUCTION	82-84 EGE AVE.	50.22	20051208	100.00
509786	2005-0030	218	1		CONSOLIDATED RAIL	MANILA AVE.	248.31	20050623	100.00
396887	2005-0109	395	A	0000D	2 CONSOLIDATED RAILROAD CORPORATION	MONMOUTH STREET	23,045.01	20050623	700.00
579990	2005-0109	6902	3		CONSOLIDATED RAILROAD CORPORATION	MONMOUTH STREET	33,744.13	20050623	700.00
148874	2005-0369	3302	16		SANDRA SCANLON, L.L.C.	554 TONNELE AVE.	496.74	20050623	600.00
148882	2005-0370	3302	17		SANDRA SCANLON, L.L.C.	556 TONNELE AVE.	15,437.74	20050623	600.00
148890	2005-0371	3302	18		SANDRA SCANLON, L.L.C.	558 TONNELE AVE.	16,691.87	20050623	600.00
148908	2005-0372	3302	19		SANDRA SCANLON, L.L.C.	560 TONNELE AVE.	471.64	20050623	900.00
208660	2005-0520	25601	19		JACKSON, G & M	155 ARMSTRONG AVE.	8,130.38	20050623	1,000.00
331967	2005-0912	16702	34		SPRADLEY TEMPLE CHURCH OF GOD	94 BELMONT AVE.	16,109.86	20050623	100.00
336750	2004-2322	17906	43		MORSE, L. & C. C/O W. CABASSA	116 HARRISON AVE.	201.75	20041118	1,000.00
368928	2004-2443	20101	69		HENDRICKS, SHIRLEY G	153 VAN HORNE ST.	62,424.13	20041118	200.00
69047	2004-0244	9403	5		PATEL, GHELABHAI & SAVITABEN	129 COTTAGE ST.	1,544.52	20040624	2,500.00
413468	2004-1082	18104	45		C0002 GOLDENBERG, VLAD & IAKOV	254 CLENDENNY AVE.	248.90	20040624	700.00
403816	2004-1083	18104	46		C0004 VAHOS, CARLOS	256 CLENDENNY AVE.	21,009.14	20040624	1,100.00
340448	2004-1415	18704	12		COOK, LEROY & EMMA L	18 MC DOUGALL ST.	56,123.21	20040624	2,000.00

133 rows

TOTAL
 TRANSFERRED TO ACCOUNT

160,800.00
 01-194-16-692

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY COLLECTOR TO TRANSFER 2012 AND PRIOR YEAR PREMIUMS PAID ON TAX LIENS PURCHASED AT TAX SALE FROM THE TAX COLLECTOR TO THE CITIES MISCELLANEOUS REVENUE NOT ANTICIPATED ACCOUNT(MRNA).

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

TO TRANSFER MONEY FROM THE TAX COLLECTOR'S PREMIUM LIEN ACCOUNT INTO THE CITIES MISCELLANEOUS REVENUE NOT ANTICIPATED ACCOUNT(MRNA).

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. 18-658

Agenda No. 10.J

Approved: JUL 18 2018

TITLE:



**RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2017-0054
SOLD IN ERROR.**

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

WHEREAS, MAHROUS A. ARMANIOUS is the holder of tax sale certificate # 2017-0054 on block 1257.D, , lot 27, located at 86 Country Village Road; and

WHEREAS, the Tax Collector/JCMUA has determined that the water/sewer was paid on the wrong account for the tax year 2017 on block 1257.D lot 27 account 102715; and

WHEREAS, the Tax Collector's placed a lien erroneously on block 2402 lot 20 account 163162 property location 86 Country Village Road and;

WHEREAS, The Tax Collector would like to cancel and refund the lien on 86 Country Village Road certificate # 2017-0054; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that tax sale certificate 2017-0054 sold in error and in the amount listed in the following schedule be and hereby canceled and refunded to MAHROUS A. ARMANIOUS for tax year 2017

Block	lot qualifier	Account #	Property location	certificate #
1257.D	27	163162	86 Country Village Road	2017-0054
754.83				

Total To Be Refunded
 City Tax Collector \$15.00
 JCMUA \$752.91
 Total \$767.9

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

March 26, 2018

Jersey City Tax Office
280 Grove St.
Jersey City, NJ 07302
Attn: Anthony Esposito

Re: Block 28303 Lot 56 Address: 86 88 COUNTRY VL RD
Acct# 6558540000

Dear Mr. Esposito:

In December of 2017 a lien for water/sewer was sold against the above referenced property in the amount of \$739.83. It appears that due to a block and lot issue, this account should not have gone into the sale and should have been removed.

Please cancel the lien at this time, and refund any subsequent lein holder payments.

Thank you,

Annmarie Rutigliani
Manager-Client Liaison

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 TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2017-0054 SOLD IN ERROR.

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

TO CANCEL A TAX SALE LIEN CERTIFICATE AND REFUND THIRD PARTY LIEN HOLD THE FUNDS PAID AT TAX SALE ON 6-19-2017 WITH STAUTORY INTEREST OF .50%.

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. 18-659

Agenda No. 10.K

Approved: JUL 18 2018

TITLE:



RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2017-0133 SOLD IN ERROR.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, PAT CARABELLESE is the holder of tax sale certificate # 2017-0133 on block 2402, , lot 20, located at 417 Ogden Avenue.; and

WHEREAS, the Tax Collector has determined that the taxes were paid on the wrong quarter for the tax year 2017 on block 2402 lot 20 account 102715; and

WHEREAS, the Tax Collector's placed a lien erroneously on block 2402 lot 20 account 102715 property location 417 Ogden Avenue and;

WHEREAS, The Tax Collector would like to cancel and refund the lien on 417 Ogden Avenue Certificate # 2017-0133; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that tax sale certificate 2017-0133 sold in error and in the amount listed in the following schedule be and hereby canceled and refunded to PAT CARABELLESE for tax year 2017

Block	lot qualifier	Account #	Property location	certificate #	certificate amount
2402	20	102715	417 Ogden Avenue	2017-0133	3,290.79

Total To Be Refunded \$3,365.53

APPROVED: _____

[Signature]

APPROVED AS TO LEGAL FORM

[Signature]

APPROVED: _____

[Signature]
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2017-0133 SOLD IN ERROR.

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

TO CANCEL A TAX SALE LIEN CERTIFICATE AND REFUND THIRD PARTY LIEN HOLD THE FUNDS PAID AT TAX SALE ON 6-19-2017 WITH STAUTORY INTEREST OF .50%.

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. 18-660
 Agenda No. 10.L
 Approved: JUL 18 2018
 TITLE:



RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2017-1914 SOLD IN ERROR.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, SBMUNICUST%LBHONEYBADGERLL is the holder of tax sale certificate # 2017-1914 on block 27503, lot 21, Qual. c1052, located at 4 Constellation Place; and

WHEREAS, the Tax Collector has determined that the taxes were paid on the wrong quarter for the tax year 2017 on block 27503 lot 21, qual. C1052, account 537746; and

WHEREAS, the Tax Collector's placed a lien erroneously on block 27503 lot 21, qual c1052, account 537746, property location 4 Constellation Place and;

WHEREAS, The Tax Collector would like to cancel and refund the lien on 4 Constellation Place Certificate # 2017-1914; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that tax sale certificate 2017-1914 sold in error and in the amount listed in the following schedule be and hereby canceled and refunded to SBMUNICUST%LBHONEYBADGERLLC for tax year 2017

Block	lot	qualifier	Account #	Property location	certificate #	certificate amount
27503	21	c1052	537746	4 Constellation Place	2017-1914	245.23

Total To Be Refunded \$319.98

APPROVED: *Anthony Caputo*
 APPROVED: *Greg Roman*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7-18-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2017-1914 SOLD IN ERROR.

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

TO CANCEL A TAX SALE LIEN CERTIFICATE AND REFUND THIRD PARTY LIEN HOLD THE FUNDS PAID AT TAX SALE ON 6-19-2017 WITH STAUTORY INTEREST OF .50%.

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. 18-661
 Agenda No. 10-M
 Approved: JUL 18 2018



TITLE:

RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2017-1927 SOLD IN ERROR.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, PAT CARABELLESE is the holder of tax sale certificate # 2017-1927 on block 27503, lot 24, qualifier C0032, located at 32 Constitution Way; and

WHEREAS, the Tax Collector has determined that the taxes were paid on the wrong quarter for tax year 2017 on block 27503 , lot 24, qualifier c0032, account 574870; and

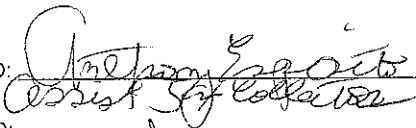
WHEREAS, the Tax Collector's placed a lien erroneously on block 27503, lot 24, qualifier C0032, account 574870, property location 32 Constitution Way and;

WHEREAS, The Tax Collector would like to cancel and refund the lien on 32 Constitution Way Certificate # 2017-1927; and

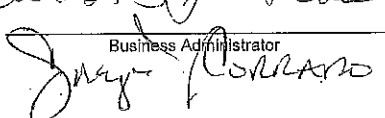
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that tax sale certificate 2017-1927 sold in error and in the amount listed in the following schedule be and hereby canceled and refunded to **PAT CARABELLESE** for tax year 2017.

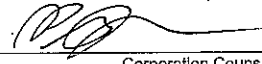
Block lot	qualifier	Account #	property location	certificate #	certificate amount
27503 24	c0032	574870	32 Constitution Way	2017-1927	254.50

Amount To Be Refunded To Lien Holder \$255.20

APPROVED: 
 Assistant City Collector

APPROVED AS TO LEGAL FORM

APPROVED: 
 Business Administrator


 Corporation Counsel

Certification Required

Not Required

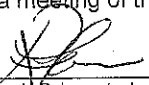
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2017-1927 SOLD IN ERROR.

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

TO CANCEL A TAX SALE LIEN CERTIFICATE AND REFUND THIRD PARTY LIEN HOLD THE FUNDS PAID AT TAX SALE ON 6-19-2017 WITH STAUTORY INTEREST OF .50%.

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. 18-662

Agenda No. 10.N

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-0217 SOLD TO JNH FUNDING CORP

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate on 205 Griffith Street, Block 3404 Lot 7, Certificate # 2017-0217 on December 19, 2017 to **JNH FUNDING CORP** ; and;

WHEREAS JNH FUNDING CORP the third party lien holder for certificate 2017-0217 lost the original certificate issued on December 19, 2017; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on February 20, 2018 by the servicing company for the mortgage holder; and

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

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

APPROVED:

Anthony Esposito
John J. Colaneri

APPROVED AS TO LEGAL FORM

[Signature]

APPROVED:

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			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

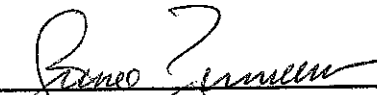
18-662
JUL 18 2018

AFFIDAVIT OF LOST CERTIFICATE OF SALE

STATE OF NEW JERSEY
COUNTY OF HUDSON


I, Jerome H. Zimmerman, as agent for JNH Funding Corporation, being of full age
And being duly sworn upon his oath according to law, deposes and says:

- 1) JNH Funding Corporation is the holder of the Tax Sale Certificate more Particularly set forth as 2017-0217 and described as Block 3404 and Lot 7 with an address of 285 GRIFFITH ST located in the city of JERSEY CITY New Jersey recorded in County in Book Page
- 2) The original tax sale certificate has been lost and notwithstanding due, diligent and careful inquiry and investigation on my part, in order that it might be canceled of records and surrendered to the tax collector upon the redemption of the property from the said tax sale certificate, I have been unable to ascertain its whereabouts.
- 3) I expressly represent and declare to said tax collector that said tax sale Certificate has not heretofore been assigned by JNH Funding Corporation to any other person, and that it has not been hypothecated.
- 4) This affidavit is made for the purpose of persuading said tax collector to pay to JNH Funding Corporation, the redemption sum upon the execution and delivery to here of a Discharge of Tax Lien, knowing full well that the tax collector in making such payment to JNH Funding Corporation, fully relies upon representations made by me to here as set forth in this affidavit.



Jerome Zimmerman

Sworn and subscribed to me this 30th day of April, 2018



Notary Public

Howard J. Lipotewi
As Notary at Law
of New Jersey

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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-0217 SOLD TO JNH FUNDING CORP

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

To cancel and refund third party lien holder for a lien placed on the property erroneously.

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. 18-663

Agenda No. 10.0

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-0219 SOLD TO JNH FUNDING CORP

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate on 249 Griffith Street, Block 3404, Lot 25, Certificate # 2017-0219 on December 19, 2017 to **JNH FUNDING CORP** ; and;

WHEREAS JNH FUNDING CORP the third party lien holder for certificate 2017-0219 lost the original certificate issued on December 19, 2017; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on February 20, 2018 by the **BY THE PRIOR LIEN HOLDER** Gregory Judge; and

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

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

APPROVED: *Anthony Esposito* APPROVED AS TO LEGAL FORM
 APPROVED: *Gregory Judge* *[Signature]*
 Business Administrator Corporation Counsel

Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

18-663
JUL 18 2018

AFFIDAVIT OF LOST CERTIFICATE OF SALE

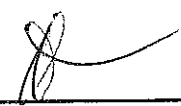
STATE OF NEW JERSEY
COUNTY OF HUDSON

I, Jerome H. Zimmerman, as agent for JNH Funding Corporation, being of full age
And being duly sworn upon his oath according to law, deposes and says:

- 1) JNH Funding Corporation is the holder of the Tax Sale Certificate more
Particularly set forth as 2017-0219 and described as Block 3404
and Lot 25 with an address of 249 GRIFFITH ST
located in the city of JERSEY CITY New Jersey recorded
in - County in Book - Page -
- 2) The original tax sale certificate has been lost and notwithstanding due,
diligent and careful inquiry and investigation on my part, in order that it
might be canceled of records and surrendered to the tax collector upon the
redemption of the property from the said tax sale certificate, I have been
unable to ascertain its whereabouts.
- 3) I expressly represent and declare to said tax collector that said tax sale
Certificate has not heretofore been assigned by JNH Funding Corporation to
any other person, and that it has not been hypothecated.
- 4) This affidavit is made for the purpose of persuading said tax collector to pay
to JNH Funding Corporation, the redemption sum upon the execution and
delivery to here of a Discharge of Tax Lien, knowing full well that the tax
collector in making such payment to JNH Funding Corporation, fully relies
upon representations made by me to here as set forth in this affidavit.


Jerome Zimmerman

Sworn and subscribed to me this 30th day of April, 2018


Notary Public

Howard D. Cipriani
An Attorney at Law
of New Jersey

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-0219 SOLD TO JNH FUNDING CORP

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

To cancel and refund third party lien holder for a lien placed on the property erroneously.

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. 18-664

Agenda No. 10.P

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-0242 SOLD TO JNH FUNDING CORP

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate on 71 Hancock Avenue, Block 3802, Lot 4, Certificate # 2017-0242 on December 19, 2017 to **JNH FUNDING CORP** ; and;

WHEREAS JNH FUNDING CORP the third party lien holder for certificate 2017-0242 lost the original certificate issued on December 19, 2017; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on February 20, 2018 by the mortgage holder; and

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

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

APPROVED: *[Signature]* APPROVED AS TO LEGAL FORM
 APPROVED: *[Signature]* *[Signature]*
 Business Administrator Corporation Counsel

Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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] *[Signature]*
 Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

JUL 18 2018

AFFIDAVIT OF LOST CERTIFICATE OF SALE

STATE OF NEW JERSEY
COUNTY OF HUDSON

I, Jerome H. Zimmerman, as agent for JNH Funding Corporation, being of full age
And being duly sworn upon his oath according to law, deposes and says:

- 1) JNH Funding Corporation is the holder of the Tax Sale Certificate more
Particularly set forth as 2017-0242 and described as Block 3802
and Lot 4 with an address of 71 HANCOCK AVE
located in the city of JERSEY CITY New Jersey recorded -
in - County in Book - Page -
- 2) The original tax sale certificate has been lost and notwithstanding due,
diligent and careful inquiry and investigation on my part, in order that it
might be canceled of records and surrendered to the tax collector upon the
redemption of the property from the said tax sale certificate, I have been
unable to ascertain its whereabouts.
- 3) I expressly represent and declare to said tax collector that said tax sale
Certificate has not heretofore been assigned by JNH Funding Corporation to
any other person, and that it has not been hypothecated.
- 4) This affidavit is made for the purpose of persuading said tax collector to pay
to JNH Funding Corporation, the redemption sum upon the execution and
delivery to here of a Discharge of Tax Lien, knowing full well that the tax
collector in making such payment to JNH Funding Corporation, fully relies
upon representations made by me to here as set forth in this affidavit.


Jerome Zimmerman

Sworn and subscribed to me this 30th day of April, 2018


Notary Public

Howard A. Lopresti
Att. Atty. at Law
of New Jersey

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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-0242 SOLD TO JNH FUNDING CORP

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

To cancel and refund third party lien holder for a lien placed on the property erroneously.

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. 18-665

Agenda No. 10-Q

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-0264 SOLD TO JNH FUNDING CORP

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate on 265 Manhattan Avenue, Block 4201, Lot 10, Certificate # 2017-0264 on December 19, 2017 to **JNH FUNDING CORP**; and;

WHEREAS **JNH FUNDING CORP** the third party lien holder for certificate 2017-0264 lost the original certificate issued on December 19, 2017; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on February 20, 2018 by the mortgage holder; and

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

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

APPROVED: *[Signature]* APPROVED AS TO LEGAL FORM
 APPROVED: *[Signature]* *[Signature]*
 Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
7 18 18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

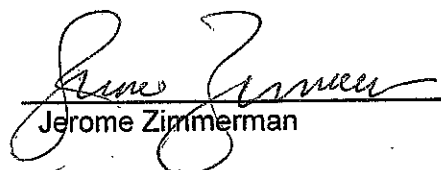
18-665

AFFIDAVIT OF LOST CERTIFICATE OF SALE


STATE OF NEW JERSEY
COUNTY OF HUDSON

I, Jerome H. Zimmerman, as agent for JNH Funding Corporation, being of full age
And being duly sworn upon his oath according to law, deposes and says:

- 1) JNH Funding Corporation is the holder of the Tax Sale Certificate more Particularly set forth as 2017-0264 and described as Block 4201 and Lot 10 with an address of 265 MANHATTAN AVE located in the city of _____ New Jersey recorded in _____ County in Book _____ Page _____
- 2) The original tax sale certificate has been lost and notwithstanding due, diligent and careful inquiry and investigation on my part, in order that it might be canceled of records and surrendered to the tax collector upon the redemption of the property from the said tax sale certificate, I have been unable to ascertain its whereabouts.
- 3) I expressly represent and declare to said tax collector that said tax sale Certificate has not heretofore been assigned by JNH Funding Corporation to any other person, and that it has not been hypothecated.
- 4) This affidavit is made for the purpose of persuading said tax collector to pay to JNH Funding Corporation, the redemption sum upon the execution and delivery to here of a Discharge of Tax Lien, knowing full well that the tax collector in making such payment to JNH Funding Corporation, fully relies upon representations made by me to here as set forth in this affidavit.


Jerome Zimmerman

Sworn and subscribed to me this 30th day of April, 2018



Notary Public

Howard D. Lipstein
By Attorney at Law
of New Jersey

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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-0264 SOLD TO JNH FUNDING CORP

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

To cancel and refund third party lien holder for a lien placed on the property erroneously.

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. 18-666
 Agenda No. 10.R
 Approved: JUL 18 2018
 TITLE:



RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-0885 SOLD TO JNH FUNDING CORP

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate on 227 Summit Avenue, Block 15104, Lot 3, Certificate # 2017-0885 on December 19, 2017 to **JNH FUNDING CORP** ; and;

WHEREAS JNH FUNDING CORP the third party lien holder for certificate 2017-0885 lost the original certificate issued on December 19, 2017; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on February 20, 2018 by the servicing company for the mortgage holder; and

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

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

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

18-666
JUL 18 2018

AFFIDAVIT OF LOST CERTIFICATE OF SALE

STATE OF NEW JERSEY
COUNTY OF HUDSON

I, Jerome H. Zimmerman, as agent for JNH Funding Corporation, being of full age
And being duly sworn upon his oath according to law, deposes and says:

- 1) JNH Funding Corporation is the holder of the Tax Sale Certificate more
Particularly set forth as 2017-0885 and described as Block 15104
and Lot 3 with an address of 227 SUMMIT AVE
located in the city of _____ New Jersey recorded
in _____ County in Book _____ Page _____
- 2) The original tax sale certificate has been lost and notwithstanding due,
diligent and careful inquiry and investigation on my part, in order that it
might be canceled of records and surrendered to the tax collector upon the
redemption of the property from the said tax sale certificate, I have been
unable to ascertain its whereabouts.
- 3) I expressly represent and declare to said tax collector that said tax sale
Certificate has not heretofore been assigned by JNH Funding Corporation to
any other person, and that it has not been hypothecated.
- 4) This affidavit is made for the purpose of persuading said tax collector to pay
to JNH Funding Corporation, the redemption sum upon the execution and
delivery to here of a Discharge of Tax Lien, knowing full well that the tax
collector in making such payment to JNH Funding Corporation, fully relies
upon representations made by me to here as set forth in this affidavit.


Jerome Zimmerman

Sworn and subscribed to me this 30th day of April, 2018


Notary Public

Howard L. Probin, Jr.
An Attorney at Law
of New Jersey

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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-0885 SOLD TO JNH FUNDING CORP

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

To cancel and refund third party lien holder for a lien placed on the property erroneously.

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. 18-667

Agenda No. 10.S

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-0901 SOLD TO JNH FUNDING CORP

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate 2017-0901 on 437-9 Pacific Avenue, + Block 15602, Lot 16, Certificate # 2017-0901 on December 19, 2017 to **JNH FUNDING CORP**; and;

WHEREAS JNH FUNDING CORP the third party lien holder for certificate 2017-0901 lost the original certificate issued on December 19, 2017; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on February 20, 2018 by the servicing company for the mortgage company; and

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

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

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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

18-667
JUL 18 2018

AFFIDAVIT OF LOST CERTIFICATE OF SALE

STATE OF NEW JERSEY
COUNTY OF HUDSON


I, Jerome H. Zimmerman, as agent for JNH Funding Corporation, being of full age
And being duly sworn upon his oath according to law, deposes and says:

- 1) JNH Funding Corporation is the holder of the Tax Sale Certificate more
Particularly set forth as 2017-0901, and described as Block 15602
and Lot 16 with an address of 437-9 PACIFIC AVE
located in the city of _____ New Jersey recorded
in _____ County in Book _____ Page _____
- 2) The original tax sale certificate has been lost and notwithstanding due,
diligent and careful inquiry and investigation on my part, in order that it
might be canceled of records and surrendered to the tax collector upon the
redemption of the property from the said tax sale certificate, I have been
unable to ascertain its whereabouts.
- 3) I expressly represent and declare to said tax collector that said tax sale
Certificate has not heretofore been assigned by JNH Funding Corporation to
any other person, and that it has not been hypothecated.
- 4) This affidavit is made for the purpose of persuading said tax collector to pay
to JNH Funding Corporation, the redemption sum upon the execution and
delivery to here of a Discharge of Tax Lien, knowing full well that the tax
collector in making such payment to JNH Funding Corporation, fully relies
upon representations made by me to here as set forth in this affidavit.



Jerome Zimmerman

Sworn and subscribed to me this 3rd day of April, 2018



Notary Public

Howard D. Lipstein
Attorney at Law
of New Jersey

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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-0901 SOLD TO JNH FUNDING CORP

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

To cancel and refund third party lien holder for a lien placed on the property erroneously.

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. 18-668

Agenda No. 10.T

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-1112 SOLD TO JNH FUNDING CORP

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate 2017-1112 on 19 Madison Avenue, Block 18604, Lot 34, Certificate # 2017-1112 on December 19, 2017 to **JNH FUNDING CORP**; and;

WHEREAS JNH FUNDING CORP the third party lien holder for certificate 2017-1112 lost the original certificate issued on December 19, 2017; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on February 20, 2018 by the servicing company for the mortgage company; and

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

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

APPROVED: *Anthony Esposito*
 APPROVED: *Gregory A. Conrado*
 Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

18-668
JUL 18 2018

AFFIDAVIT OF LOST CERTIFICATE OF SALE

STATE OF NEW JERSEY
COUNTY OF HUDSON

I, Jerome H. Zimmerman, as agent for JNH Funding Corporation, being of full age
And being duly sworn upon his oath according to law, deposes and says:

- 1) JNH Funding Corporation is the holder of the Tax Sale Certificate more
Particularly set forth as 2017-1112, and described as Block 18604
and Lot 34 with an address of 19 MADISON AVE
located in the city of JERSEY CITY New Jersey recorded
in - County in Book - Page -
- 2) The original tax sale certificate has been lost and notwithstanding due,
diligent and careful inquiry and investigation on my part, in order that it
might be canceled of records and surrendered to the tax collector upon the
redemption of the property from the said tax sale certificate, I have been
unable to ascertain its whereabouts.
- 3) I expressly represent and declare to said tax collector that said tax sale
Certificate has not heretofore been assigned by JNH Funding Corporation to
any other person, and that it has not been hypothecated.
- 4) This affidavit is made for the purpose of persuading said tax collector to pay
to JNH Funding Corporation, the redemption sum upon the execution and
delivery to here of a Discharge of Tax Lien, knowing full well that the tax
collector in making such payment to JNH Funding Corporation, fully relies
upon representations made by me to here as set forth in this affidavit.


Jerome Zimmerman

Sworn and subscribed to me this 30th day of April, 2018



Notary Public

Donald A. Cipriani
Attorney at Law
of New Jersey

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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-1112 SOLD TO JNH FUNDING CORP

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

To cancel and refund third party lien holder for a lien placed on the property erroneously.

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. 18-669

Agenda No. 10.U

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-1280 SOLD TO JNH FUNDING CORP

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate 2017-1280 on 344 Virginia Avenue, Block 20503, Lot 89, Certificate # 2017-1180 on December 19, 2017 to **JNH FUNDING CORP**; and;

WHEREAS JNH FUNDING CORP the third party lien holder for certificate 2017-1280 lost the original certificate issued on December 19, 2017; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on February 20, 2018 by the servicing company for the mortgage company; and

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

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

APPROVED: *Anthony Esposito*
 APPROVED: *Gregory J. ...*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

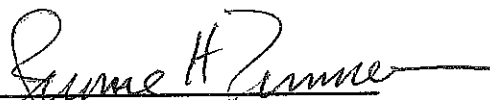
18-669
JUL 18 2018

AFFIDAVIT OF LOST CERTIFICATE OF SALE


STATE OF NEW JERSEY
COUNTY OF HUDSON

I, Jerome H. Zimmerman, as agent for JNH Funding Corporation, being of full age
And being duly sworn upon his oath according to law, deposes and says:

- 1) JNH Funding Corporation is the holder of the Tax Sale Certificate more
Particularly set forth as 2017-1280 and described as Block 20503
and Lot 89 with an address of 344 VIRGINIA AVE
located in the city of JERSEY CITY New Jersey recorded
in County in Book Page
- 2) The original tax sale certificate has been lost and notwithstanding due,
diligent and careful inquiry and investigation on my part, in order that it
might be canceled of records and surrendered to the tax collector upon the
redemption of the property from the said tax sale certificate, I have been
unable to ascertain its whereabouts.
- 3) I expressly represent and declare to said tax collector that said tax sale
Certificate has not heretofore been assigned by JNH Funding Corporation to
any other person, and that it has not been hypothecated.
- 4) This affidavit is made for the purpose of persuading said tax collector to pay
to JNH Funding Corporation, the redemption sum upon the execution and
delivery to here of a Discharge of Tax Lien, knowing full well that the tax
collector in making such payment to JNH Funding Corporation, fully relies
upon representations made by me to here as set forth in this affidavit.


Jerome Zimmerman

Sworn and subscribed to me this 20th day of April, 2018


Notary Public

Samuel Hipstein
Attorney at Law
of New Jersey

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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-1280 SOLD TO JNH FUNDING CORP

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

To cancel and refund third party lien holder for a lien placed on the property erroneously.

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. 18-670

Agenda No. 10-V

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-1419 SOLD TO JNH FUNDING CORP

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate 2017-1419 on 284 Bergen Avenue, Block 22503, Lot 85, Certificate # 2017-1419 on December 19, 2017 to **JNH FUNDING CORP**; and;

WHEREAS JNH FUNDING CORP the third party lien holder for certificate 2017-1419 lost the original certificate issued on December 19, 2017; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on February 23, 2018 by the owner of the property; and

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

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

APPROVED: *Anthony Esposito*

APPROVED AS TO LEGAL FORM

APPROVED: *Gray Roman*

[Signature]

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7 18 18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

10. V.
JUL 18 2018

AFFIDAVIT OF LOST CERTIFICATE OF SALE


STATE OF NEW JERSEY
COUNTY OF HUDSON

I, Jerome H. Zimmerman, as agent for JNH Funding Corporation, being of full age
And being duly sworn upon his oath according to law, deposes and says:

- 1) JNH Funding Corporation is the holder of the Tax Sale Certificate more
Particularly set forth as 2017-1419 and described as Block 22503
and Lot 85 with an address of 284 BERGEN AVE
located in the city of JERSEY CITY New Jersey recorded
in - County in Book - Page -
- 2) The original tax sale certificate has been lost and notwithstanding due,
diligent and careful inquiry and investigation on my part, in order that it
might be canceled of records and surrendered to the tax collector upon the
redemption of the property from the said tax sale certificate, I have been
unable to ascertain its whereabouts.
- 3) I expressly represent and declare to said tax collector that said tax sale
Certificate has not heretofore been assigned by JNH Funding Corporation to
any other person, and that it has not been hypothecated.
- 4) This affidavit is made for the purpose of persuading said tax collector to pay
to JNH Funding Corporation, the redemption sum upon the execution and
delivery to here of a Discharge of Tax Lien, knowing full well that the tax
collector in making such payment to JNH Funding Corporation, fully relies
upon representations made by me to here as set forth in this affidavit.


Jerome Zimmerman

Sworn and subscribed to me this 30th day of April, 2018


Notary Public

Howard A. Lipstein
An Attorney at Law
of New Jersey

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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-1419 SOLD TO JNH FUNDING CORP

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

To cancel and refund third party lien holder for a lien placed on the property erroneously.

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. 18-671
 Agenda No. 10.W
 Approved: JUL 18 2018
 TITLE:



RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-1567 SOLD TO JNH FUNDING CORP

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City sold a tax sale certificate 2017-1567 on 134 Bidwell Avenue Avenue, Block 24001, Lot 59, Certificate # 2017-1567 on December 19, 2017 to **JNH FUNDING CORP** ; and;

WHEREAS **JNH FUNDING CORP** the third party lien holder for certificate 2017-1567 lost the original certificate issued on December 19, 2017; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on February 20, 2018 by the servicing company for the mortgage company; and

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

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

APPROVED: *Anthony Esposito* APPROVED AS TO LEGAL FORM
 APPROVED: *Gregory Connors* *[Signature]*
 Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

18-671
JUL 18 2018

AFFIDAVIT OF LOST CERTIFICATE OF SALE

STATE OF NEW JERSEY
COUNTY OF HUDSON

I, Jerome H. Zimmerman, as agent for JNH Funding Corporation, being of full age
And being duly sworn upon his oath according to law, deposes and says:

- 1) JNH Funding Corporation is the holder of the Tax Sale Certificate more
Particularly set forth as 2017-1567 and described as Block 24001
and Lot: 59 with an address of 134 BIDWELL AVE
located in the city of JERSEY CITY New Jersey recorded
in - County in Book - Page -
- 2) The original tax sale certificate has been lost and notwithstanding due,
diligent and careful inquiry and investigation on my part, in order that it
might be canceled of records and surrendered to the tax collector upon the
redemption of the property from the said tax sale certificate, I have been
unable to ascertain its whereabouts.
- 3) I expressly represent and declare to said tax collector that said tax sale
Certificate has not heretofore been assigned by JNH Funding Corporation to
any other person, and that it has not been hypothecated.
- 4) This affidavit is made for the purpose of persuading said tax collector to pay
to JNH Funding Corporation, the redemption sum upon the execution and
delivery to here of a Discharge of Tax Lien, knowing full well that the tax
collector in making such payment to JNH Funding Corporation, fully relies
upon representations made by me to here as set forth in this affidavit.


Jerome Zimmerman

Sworn and subscribed to me this 30th day of April, 2018



Notary Public

Howard Koptewi
Esq.
Attorney at Law
of New Jersey

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 REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2017-1567 SOLD TO JNH FUNDING CORP

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

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

Resolution Purpose

To cancel and refund third party lien holder for a lien placed on the property erroneously.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

108 / 10/17/17

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

City Clerk File No. Res. 18-672

Agenda No. 10.X

Approved: JUL 18 2018



TITLE: RESOLUTION AUTHORIZING MORTGAGE SUBORDINATION AGREEMENT FOR 358-360 HALLADAY STREET A/K/A BLOCK 2076, LOT 47

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, John W. McRae received \$58,000.00 from the Jersey City HOME Program to purchase a home at 358 - 360 Halladay Street, Block 2076, Lot 47; and

WHEREAS, the City's loan was secured by a 20-year affordable housing mortgage dated June 25, 1992 and recorded in Book 17661, page 815; and

WHEREAS, the owner also borrowed \$69,225.00 from United Jersey Bank, secured by a first mortgage and thereafter, \$89,000.00 from Liberty Savings Federal Credit Union secured by a second mortgage; and

WHEREAS, where the owner has provided proof that the \$89,000.00 mortgage has been paid off and discharged; and

WHEREAS, the owner desire to borrow funds for purpose consistent with the HOME Program, using the property as security; and

WHEREAS, to obtain the new first mortgage, Ditech Financial LLC, the new lender, requires the City to subordinate its mortgage; and

WHEREAS, the property has been appraised for \$475,000.00; and

WHEREAS, the City's original second mortgage shall remain \$58,000.00 and remain in second position; and

WHEREAS, the Division of Community Development has reviewed the request for subordination and determined that the fair market value of the property supports both the new loan and the City's mortgage.

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

(1) be authorized to execute a mortgage subordination agreement in a form approved by the Corporation Counsel, subordinating the balance of the City's second mortgage, affecting 358 - 360 Halladay Street, Block 2076, Lot 47 to the new first mortgage with Ditech Financial LLC, not to exceed \$189,000.00, subject to the receipt of a clear title report through the date of closing.

(2) The subordination of the Jersey City mortgage shall be subject to the condition precedent that the owner provide proof of discharge of the two prior mortgages.

TF/mma 7/9/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET –

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 ordinance.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING MORTGAGE SUBORDINATION AGREEMENT FOR 358-360 HALLADAY STREET A/K/A BLOCK 2076, LOT 47

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	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

Purpose:
Subordination of City's Mortgage with John W. McRae to a new first mortgage with Ditech Financial, LLC.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

STATE OF NEW JERSEY
COUNTY OF HUDSON

Prepared by:

Thomas S. Fodice
Asst. Corporation Counsel

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this _ day of July, 2018, by and among the following: John W. McRae hereinafter referred to as "Owners" or "Borrowers", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and Ditech Financial, LLC, hereinafter referred to as "Lender".

WITNESSTH

WHEREAS, the Lender, as a condition precedent to the origination of a new first Loan to Borrower(s), requires the discharge of the existing first Mortgage and subordination of a lien held by the Subordinating Party;

WHEREAS, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

NOW THEREFORE, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrowers, the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located at 358 – 360 Halladay Street Block 2076 and Lot 47, Jersey City, New Jersey.
2. The superior debt is more fully described in a note in the original principal sum of \$189,000.00 and executed by Borrowers, made payable to Lender and secured by a mortgage which has been or is to be filed of record in the above County.
3. The subordinated debt is more fully described in a note in the original principal sums of \$58,000.00 executed by Borrowers on June 25, 1992 and, recorded with the Hudson County Registrar and made payable to the City of Jersey City (the Subordinating Party).
4. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.

5. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this 10 day of July, 2018

CITY OF JERSEY CITY

By:

Brian Platt
Business Administrator

STATE OF NEW JERSEY)

ss.:

COUNTY OF HUDSON)

I CERTIFY that on July 10 2018, Brian Platt personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Business Administrator of the City of Jersey City, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.



Thomas S. Fodice
Attorney at Law
State of New Jersey

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

City Clerk File No. Res. 18-673
 Agenda No. 10.Y
 Approved: JUL 18 2018
 TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPROVING JERSEY CITY'S FY 2018 ANNUAL APPLICATION / ACTION PLAN AND AUTHORIZING SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the United States Department of Housing and Urban Development (HUD) will award the City of Jersey City \$5,603,099 in Community Development Block Grant (CDBG) funds; \$2,019,702 in HOME Investment Partnerships Program (HOME) funds; \$2,422,186 in Housing Opportunities for Persons With AIDS (HOPWA) funds and \$453,186 in Emergency Solutions Grant (ESG) funds for the 2018 Fiscal Year; and

WHEREAS, in addition to the above referenced funding, the City of Jersey City anticipates receiving \$31,334.54 in CDBG Program income; \$193,932.86 in HOME Investment Partnerships Program (HOME) Program income; and

WHEREAS, the City of Jersey City has developed an Annual Application / Action Plan consistent with the City's needs and federal regulations; and

WHEREAS, the City of Jersey City has prepared an Annual Action Plan detailing projects recommended to receive funding for FY2018; and

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

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Development Block Grant (CDBG), HOME, HOPWA and ESG programs in compliance with such requirements.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council hereby approves Jersey City's FY2018 Annual Application/ Action Plan; and

BE IT FURTHER RESOLVED, The Office of Management and Budget is authorized to establish accounts in the amount of \$5,603,099 for the Community Development Block Grant (CDBG), \$2,019,702 for HOME Investment Partnerships (HOME), \$2,422,186 Housing Opportunities for Persons with AIDS (HOPWA), and \$453,186 for Emergency Solutions Grants (ESG) Grants; and

BE IT FURTHER RESOLVED, that the City of Jersey City is prepared to comply with all necessary assurances required by the U.S. Department of Housing and Urban Development; and

BE IT FURTHER RESOLVED that the City will minimize displacement to the greatest extent possible through re-use of vacant land or buildings; any person actually displaced will receive benefits and assistance required by Federal law as described in the Residential Anti-Displacement and Relocation Plan.

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

APPROVED AS TO LEGAL FORM [Signature]
 Corporation Counsel

Certification Required
 Not Required **APPROVED 8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN		✓		RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

TITLE:

2018 CDBG – PUBLIC SERVICE PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
ACT NOW Foundation Inc.	\$ 15,000
Big Brothers, Big Sisters of Essex, Hudson and Union Counties	\$ 52,000
C-Line Community Outreach Services Inc.	\$ 15,000
Collaborative Support Programs of New Jersey, Inc.	\$ 10,000
Educational Arts Team, Inc	\$ 15,000
Grace Van Vorst Community Services	\$ 20,000
Garden State Episcopal CDC (Homeless Outreach)	\$ 100,000
Haven Adolescent Community Respite Center	\$ 10,000
H.C. Court Appointed Special Advocates (CASA)	\$ 50,000
JC Connections dba Hudson Pride Connections	\$ 25,000
Kennedy Dancers (Inner City Youth)	\$ 10,000
Kennedy Dancers (Senior Citizens)	\$ 10,000
New Jersey Citizen Action Education Fund, Inc.	\$ 7,500
Nimbus Dance Works	\$ 10,000
PAN American Concerned Citizens Action League	\$ 7,500
Phillipine American Friendship Committee, Inc. (PAFCOM)	\$ 7,500
Palisades Emergency Residence Corporation (PERC)	\$ 40,000
Urban League of Hudson County, Inc – Power-UP	\$ 9,000
Urban League of Hudson County, Inc – General Social Services	\$ 9,000
The Waterfront Project, Inc. (Housing Counseling)	\$ 50,000
WomenRising, Inc.- Domestic Violence Services	\$ 20,000
WomenRising, Inc. (Workforce Development Training Center)	\$ 25,000
JC Department of Recreation (Baseball Leagues)	\$ 60,000
Youth Summer Programs	\$ 140,000

TITLE:

2018 CDBG REHABILITATION PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Catholic Charities of the Archdiocese of Newark	\$ 75,000
Division of Engineering- City of Jersey City	\$ 912,580
Margaret Anna Cusack Care Center, Inc.	\$ 110,000
Padua Court Urban Renewal LP	\$ 100,000
Rising Tide Capital, Inc.	\$ 600,000
Saint Ann's Home for the Aged	\$ 150,000
Saint Joseph School of the Blind	\$ 17,400
St. Paul's Center of Caring	\$ 100,000
J.C. Division of Community Development (HIP)	\$ 400,000
Jersey City Office of Sustainability	\$ 50,000
York Street Project	\$ 50,000

2018 HOME PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Administration	\$ 201,970
Affordable Housing Production	\$ 1,000,000
J.C. Div. of Community Development (GNHP)	\$ 545,072
CHDO Set-Aside	\$ 272,660

2018 HOPWA PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Administration	\$ 72,665
Catholic Charities Archdiocese of Newark - Canaan House	\$ 120,372
Catholic Charities Archdiocese of Newark - Franciska Residence	\$ 267,758
Cornerstone Outreach Program – HC Resource Center	\$ 840,281
Garden State Episcopal CDC -Hudson CASA Emergency Housing	\$ 151,128
Let's Celebrate, Inc. -Housing Plus - TBRA	\$ 478,157
Let's Celebrate, Inc. -Housing Plus - STRMU	\$ 239,277
Garden State Episcopal CDC -Corpus Christi Ministry Housing	\$ 252,548

2018 ESG PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Catholic Charities Archdiocese of Newark - Hope House	\$ 65,502
Catholic Charities Archdiocese of Newark - St. Lucy's	\$ 151,933
Garden State Episcopal CDC (Hudson CASA) –RRH/STRMU	\$ 181,974
Garden State Episcopal CDC (Homeless Outreach)	\$ 53,777

TITLE:

2018 ECONOMIC DEVELOPMENT PROGRAM

<u>Subrecipient</u>	<u>Recommended Amount</u>
Hudson Community Enterprises, Inc.	\$ 100,000
Rising Tide Capital, Inc	\$ 200,000
Economic Development LMI Programs	\$ 50,000

2018 ADMINISTRATION

<u>Recipient</u>	<u>Recommended Amount</u>
J.C. Division of Community Development (DCD)	\$ 1,120,619
CDBG Program Delivery Costs	\$ 50,000

2018 CDBG-RELOCATION

<u>Recipient</u>	<u>Recommended Amount</u>
J.C. Division of Community Development (Relocation Assistance)	\$ 200,000

<u>Recipient</u>	<u>Recommended Amount</u>
Section 108 Loan Re-payment	\$ 600,000

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 APPROVING JERSEY CITY'S FY 2018 ANNUAL APPLICATION / ACTION PLAN AND AUTHORIZING SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/Email	X5304	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

FY2018 HUD Entitlement Grant application for City of Jersey City

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

Cost (Identify all sources and amounts)

HUD Entitlement Funds

Contract term (include all proposed renewals)

April 1, 2018 – March 31, 2019

Type of award

If "Other Exception", enter type

Additional Information

CDBG Entitlement Funds:	\$5,603,099.
HOME Entitlement Funds:	\$2,019,702.
HOPWA Entitlement Funds:	\$2,422,186.
ESG Entitlement Funds:	\$ 453,186.
CDBG Program Income:	\$ 31,334.
Home Program Income:	\$ 193,932.

I certify that all the facts presented herein are accurate.


Signature of Department Director

7-9-18
Date

Division of Community Development Annual Tentative Allocation
Program Year 2018

		Sources					Notes
		CDBG	HOME	ESG	HOPWA	Total	
2018 Allocation		\$ 5,603,099	\$ 2,019,702	\$ 453,186	\$ 2,422,186	\$ 10,498,173	
Program Income (FY 2017)	Program income amounts are tentative	\$ 31,899,38		\$ -		\$ 31,899,38	
Total Sources		\$ 5,634,998	\$ 2,019,702	\$ 453,186	\$ 2,422,186	\$ 10,530,072	
Uses		\$ 5,603,099	\$ 2,019,702	\$ 453,186	\$ 2,422,186	\$ 10,498,172	
Administration and Planning							
	CDBG Admin	\$ 1,120,619					
	HOME Admin		\$ 201,970				
	ESG Admin			\$ -			
	HOPWA Admin				\$ 72,664		
Community Development Block Grant (CDBG)							
CDBG Public Facilities Improvements							
	Catholic Charities of the Archdiocese	\$ 75,000					
	Division of Engineering- City of Jersey	\$ 912,580					
	Margaret Anna Cusack	\$ 110,000					
	Padua Court Urban Renewal L.P	\$ 100,000					
	Rising Tide Capital, Inc.	\$ 600,000					
	St. Ann's Home for the Aged	\$ 150,000					
	St. Joseph's School of the Blind	\$ 17,400					
	St. Paul's Center of Caring	\$ 100,000					
	Jersey City Office of Sustainability	\$ 50,000					
	York Street Project	\$ 50,000					
		\$ 2,164,980					
	CDBG Section 108 Loan Repayment	\$ 600,000					
	Homeowner Improvement Program (HIP)	\$ 400,000					
	CDBG Economic Development						
	Hudson Community Enterprises- Open	\$ 100,000					
	Rising Tide Capital- Job Creation	\$ 200,000					
	Economic Development LMI Program	\$ 50,000					
		\$ 350,000					
	CDBG Relocation	\$ 200,000					
	CDBG Program Delivery Cost	\$ 50,000					
	CDBG Public Services						
	Act Now Foundation Inc.-Alzheimer's	\$ 15,000					
	Big Brothers Big Sisters of Essex, Huc	\$ 52,000					
	C-line Community Outreach Services,	\$ 15,000					
	Collaborative Support Programs of NJ	\$ 10,000					
	Educational Arts Team - Violence Pre	\$ 15,000					
	Garden State Episcopal CDC	\$ 100,000					
	Grace Van Vorst Community Services	\$ 20,000					
	Haven Adolescent Community Respite	\$ 10,000					
	Hudson County Court Appointed Spec	\$ 50,000					
	JC Connections/Hudson Pride Conne	\$ 25,000					
	Jersey City Department of Recreation	\$ 60,000					
	The Kennedy Dancers, Inc.- Inner City	\$ 10,000					
	The Kennedy Dancers, Inc.- Senior Ci	\$ 10,000					
	Nimbus Dance Works-Youth Dance E	\$ 10,000					
	New Jersey Citizen Action Education	\$ 7,500					
	Palisades Emergency Residence Con	\$ 40,000					
	Pan American Concerned- Citizens Ar	\$ 7,500					
	Philippine American Friendship	\$ 7,500					
	The Waterfront Project, Inc. Housing	\$ 50,000					
	Urban League of Hudson County, Inc	\$ 9,000					
	Women Rising, Inc.- Domestic Violenc	\$ 20,000					
	Women Rising, Inc.- Workforce Devel	\$ 25,000					
	Urban League Of Hudson County Inc.	\$ 9,000					
	Youth Summer Programs	\$ 140,000					
		\$ 717,500					
	HOME Investment Partnerships Program						
	Affordable Housing Production		1,000,000				
	J.C. Div. Community Development (GNHP)		545,072				
	CHDO Set Aside		272,680				
	Emergency Shelter Grant (ESG)						
	Catholic Charities- Hope House Family Emergency Shelter			65,602			
	Catholic Charities- St. Lucy's Emergency Shelter			151,933			
	Garden State Episcopal Hudson Casa Rapid Rehousing			181,974			
	Garden State Episcopal Homeless Street Outreach			63,777			
	Housing Opportunities for Persons with AIDS (HOPWA)						
	Catholic Charities- Canaan House Permanent Supportive Housing				120,372		
	Catholic Charities- Franciska Residence- Transitional Housing for Men				267,758		
	Garden State Episcopal- CCMH Housing- Permanent Supportive Housing				252,548		
	Garden State Episcopal- Hudson CASA- Short Term Emergency Housing Assistance				151,128		
	Cornerstone- Tenant Based Rental Assistance				840,281		
	Let's Celebrate- Housing Plus Short Term Rental and Utility Assistance				239,277		
	Let's Celebrate- Housing Plus Tenant Based Rental Assistance				478,157		
CAP: Public Service % (CDBG: 15%)		12.83%	N/A	N/A	N/A	N/A	
CAP: Admin % (CDBG: 20%, HOME: 10%, ESG 0%, HOPWA: 3%)		20%	10%	0.00%	3%	0.00%	
Budgeted		\$ 5,603,099	\$ 2,019,702	\$ 453,186	\$ 2,422,186	\$ 10,498,172	
Unallocated		\$ 31,899,38	\$ -	\$ -	\$ -	\$ 31,899,38	

Memorandum

To: Council President Lavarro, Jr. & Members of the Municipal Council
From: Carmen Gandulla, Director – Division of Community Development
Date: July 9, 2018
Subject: Resolution of the Municipal Council of the City of Jersey City Approving Jersey City's FY 2018 Annual Application/Annual Action Plan and Authorizing Submission to the United States Department of Housing and Urban Development (HUD)

Synopsis: The United States Department of Housing and Urban Development (HUD) will award the City of Jersey City \$5,603,099 in Community Development Block Grant (CDBG) funds; \$2,019,702 in HOME Investment Partnerships Program (HOME) funds; \$2,422,186 in Housing Opportunities for Persons with AIDS (HOPWA) funds and \$453,186 in Emergency Solutions Grant (ESG) funds for the 2018 Fiscal Year.

Background: The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. CDBG Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

3. The Annual Action Plan process requires an initial draft of the AAP that is to be made available for Public comments for a period of 30 days. A series of three Public Hearings were held (on November 3rd, 2017, November 29th, 2017 and June 20th, 2018) where comments are accepted from constituents. The Division of Community Development continued to accept public comments until July 5th, 2018 as per the Public Notice published in both the Jersey Journal and El Especialito newspapers. Revisions are made to the budget based upon public feedback. The Public Hearing took place on June 20th, 2018 at The Bethune Center.
4. The AAP information must be entered into the HUD IDIS System by July 25th 2018. The finalized AAP and Resolution must be submitted to HUD no later than July 31st, 2018.
5. Once HUD accepts the AAP submission, the Division will commence with the following phases of grant administration:
 - a. Sub-Recipient Agreement Preparation
 - b. Contracting – Grant Agreement
 - c. Sub-Recipient Agreements
 - d. Project Delivery – Reporting & Invoicing
 - e. Project Closeouts

This will bring the Division well into the closure of the grant Year on March 31, 2019

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

City Clerk File No. Res. 18-674

Agenda No. 10.Z

Approved: JUL 18 2018

TITLE:



RESOLUTION RATIFYING THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE COMMUNITY SERVICES BLOCK GRANT FOR FY 2018

COUNCIL offered and moved adoption
of the following resolution:

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, Resolution 18-307, approved on March 28, 2018, accepted the execution of a grant agreement between the City of Jersey City and the New Jersey Department of Community Affairs to award the City of Jersey City approximately \$933,576.00 for the Community Services Block Grant Program; and

WHEREAS, the City of Jersey City through its Division of Community Development, has accepted Grant Agreement No. 2018-05235-0414 from the State of New Jersey, Department of Community Affairs; and

WHEREAS, the New Jersey Department of Community Affairs has issued two (2) allocations for the following amounts - \$233,394.00 (initial allocation) and \$301,413.00 (second allocation) for the operation of the Community Services Block Grant Program; and

WHEREAS, this Grant Agreement will provide the City of Jersey City with an allocation of \$534,807.00 for the operation of the Community Services Block Grant Program; and

WHEREAS, this allocation represents a portion of the anticipated grant award of approximately \$933,576.00; and

WHEREAS, the City of Jersey City recognizes and accepts that the Department may offer a lesser or greater amount upon receipt of the final Grant Agreement from DCA; and

WHEREAS, this Grant Agreement will be effective from the period of January 1, 2018 through December 31, 2018; and

WHEREAS, no local cash match is required by the City of Jersey City under this agreement; and

WHEREAS, the Division of Community Development recommends the acceptance of this Grant Agreement as being in the best interest of the City of Jersey City.

TITLE:

RESOLUTION RATIFYING THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE COMMUNITY SERVICES BLOCK GRANT FOR FY 2018

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

1. The City of Jersey City is hereby authorized to accept and execute Grant Agreement No. 2018-05235-0414 with the New Jersey Department of Community Affairs for the purpose of accepting funds under the federal Community Services Block Grant.
2. Be it further resolved, that the Mayor or Business Administrator is authorized to sign the Community Services Block Grant Agreement and any other documents necessary in connection therewith.
3. The City of Jersey City hereby accepts the funds in the amount of \$301,413 and any additional funding from the New Jersey Department of Community Affairs for the 2018 Community Services Block Grant; and
4. Upon receipt of full funding from the New Jersey Department of Community Affairs, the Mayor or Business Administrator, through its Division of Community Development, may increase funding to reflect the full funding level; and
5. The Office of Management and Budget is hereby authorized to establish and increase the proper accounts for these funds.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator

[Signature] Corporation Counsel

Certification Required

Not Required **APPROVED 8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7-18-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN		✓		RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 RATIFYING THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE COMMUNITY SERVICES BLOCK GRANT FOR FY 2018

Project Manager

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Kiyada Pittman	Senior Program Analyst
Phone/email	201-547-5468	kpittman@jenj.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 programs for senior citizens.

Cost (Identify all sources and amounts)

Grant Funds - \$233,394 (initial allocation) and \$301,413.00 (second allocation). Expected total allocation of \$933,576.

Contract term (include all proposed renewals)

Grant Term is from January 1, 2018 – December 31, 2018

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7.9.18
Date



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 806
TRENTON, NJ 08625-0806

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

June 12, 2018

The Honorable Steven Fulop
Mayor
Jersey City
280 Grove Street
Jersey City, New Jersey 07302-3610

Re: CSBG - Non-Discretionary 2018
Amendment #: 2018-05235-0280-01
Total Award Amount: \$534,807.00

Dear Mayor Fulop:

The New Jersey Department of Community Affairs proposes to amend Agreement 2018-05235-0280-00 dated April 30, 2018 with this Amendment, 2018-05235-0280-01, between the Department and Jersey City. Please review this amendment letter and its attachments carefully. It may implement additional ancillary amendment purposes and agreement changes in addition to those which may have been requested.

The proposed purpose of this amendment is to:

- increase the award amount of the Agreement through the addition of \$301,413.00 in new funds, thereby raising the total award amount to \$534,807.00. Execution of this amendment will implement the new budget attached and designated as **Section B**.
- modify the source and distribution amongst sources of funds. The amended 'Funding Amount and Sources of Funds' is contained in the attached amended '**AGREEMENT DATA SHEET**'.
- modify the objectives of the grant/loan. The amended objectives are contained in the attached amended **Section C**.
- modify the scope of services of the grant/loan. The amended scope of services is contained in the attached amended **Section C**.
- modify components and service areas. The amended component(s) is contained in the new budget attached and designated as **Section B**. The amended service area(s) is contained in the attached amended '**AGREEMENT DATA SHEET**'.

You may view this Amendment by selecting '**Grant Amendments/Revisions**' under the History section of the **SAGE System's** Grant Menu. Please contact your Program Manager should you have any questions. Thank you.

Sincerely,

Janel Winter
Division Director
Division of Housing and Community Resources



Recipient Acceptance of Terms:

The Honorable Steven Fulop
Mayor
Jersey City

DEPARTMENT GRANT/LOAN APPROVAL OFFICER CERTIFICATION:

Sheri Smith
Fiscal Administrator

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

Budget Summary

Jersey City

Program Components	DCA Funds Requested
Customized Indicator: Suits for Success	\$7,500.00
ADMINISTRATION: City of Jersey City	\$91,294.00
Education and Training: Hudson Community Enterprises	\$15,000.00
Food Pantry: Sharing Place	\$12,000.00
Food Pantry: Grace Van Vorst Community Service	\$12,400.00
Information & Referral - 211: PACO	\$19,500.00
Youth After-School/Summer Programs: Salvation Army	\$35,000.00
Youth After-School/Summer Programs: Educational Arts Team	\$35,000.00
Customized Indicator: HOPES Community Action Partnership Inc.	\$7,500.00
Customized Indicator: Jersey City Dept. of Health & Human Ser	\$58,413.00
Customized Indicator: Jersey City Employment & Training Commi	\$51,000.00
Customized Indicator: Jersey City Free Public Library	\$31,000.00
Customized Indicator: Let's Celebrate	\$31,000.00
Customized Indicator: New City Kids	\$31,000.00
Customized Indicator: Salvation Army (Basic Needs)	\$20,000.00
Customized Indicator: JC Free Public Library (Pre-GED)	\$15,200.00
Customized Indicator: WomenRising, Inc..	\$12,000.00
Customized Indicator: Garden State Episcopal	\$50,000.00
TOTAL:	\$534,807.00

Revised Scope of Services Section C

CSBG Services Page

Program Name	Agency Providing Service	Service	Outcome	Service start date	Service end date	Projected number of people to be served
Positive Social & Educational Experiences Through the Arts	Educational Arts Team	Youth After School	500 youth increase athletic and social skills	1/1/18	12/31/18	480
Homeless Outreach	Garden State Episcopal	Management for Emergent Needs	350 consumers linked emergency shelter, food & basic needs	1/18/18	12/31/18	350
Breakfast Plus	Grace Van Vorst community Service	Food Pantry	500/families individuals have adequate nutrition	1/1/18	12/31/18	500
HOPES Information & Assistance Program	HOPES Community Action Partnerships Inc.	Information and Referral	50 seniors enrolled in dependent care programs	1/1/18	12/31/18	100
Jobs Program	Hudson Community Enterprises	Education and Training	20 individuals completed basic education classes	1/1/18	12/31/18	20
Senior Nutrition	Jersey City Health and Human Services	Independent Living & Food Pantry	2600 seniors will live independently	1/1/18	12/31/18	3000
Re-Entry Program	Jersey City Employment and Training Commission	Employment Readiness	400 individuals will have affordable housing /find employment	1/1/18	12/31/18	400

Revised Scope of Services Section C

Pre-CEG (TASC)	Jersey City Free Public Library	Education and Training	34 individuals attended GED class	1/1/18	12/31/18	40
Succeeding at Work and Life	Jersey City Free Public Library	Employment Readiness	60 individuals completed training	1/1/18	12/31/18	80
Food Security Network	Let's Celebrate Inc.	Food Pantry	3000 families and 26000 lbs of food distributed	1/1/18	12/31/18	3000
After School Center	New City Kids	Youth After School	105 youth increased academic and social skills	1/1/18	12/31/18	170
Can Do Program	PACO	Information and Referral	200 households received referral assistance.	1/1/18	12/31/18	600
After School Program	Salvation Army	Youth After School	100 youth increased academic skills	1/1/18	12/31/18	100
Basic Needs Program	Salvation Army	Management for Emergent Needs	750 families received emergency food 50 received emergency disaster relief	1/1/18	12/31/18	750
Computer and Financial Literacy	Suits for Success	Financial Literacy	60 individuals received training in financial literacy	1/1/18	12/31/18	80
The Sharing Place Food Pantry	The Sharing Place Inc.	Food Pantry	950 households have an adequate supply of nutrition and food	1/1/18	12/31/18	500

Revised Scope of Services Section C

Job Developer for Training Center	WomenRising, Inc.	Employment and Educational Training	40 of 45	1/1/18	12/31/18	45
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AGREEMENT DATA SHEET

(X) GRANT () LOAN

PROJECT INFORMATION

FUNDING PROGRAM NAME: **CSBG - Non-Discretionary 2018**
 PROJECT TITLE: **Community Services Block Grant**
 SERVICE AREA(S): **Jersey City**

RECIPIENT INFORMATION

AGENCY NAME: **Jersey City**
 ADDRESS: **280 Grove Street**
Jersey City, New Jersey 07302-3610
 CHIEF FINANCIAL OFFICER: **Ms. Donna Mauer**
 VENDOR ID #: **226002013-38**
 TELEPHONE NUMBER: **(201) 547-5150**
 CHARITIES REGISTRATION #: **EX0000000**
 (Nonprofit Agencies Only)
 DUNS: **831438275**

STATE INFORMATION

DEPARTMENT: **NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**
 DIVISION: **Division of Housing and Community Resources**
 ADDRESS: **101 South Broad Street, 5th Floor**
PO Box 806
Trenton, NJ 08625-0806
 CONTACT PERSON: **Kate Butler**
 TELEPHONE NUMBER: **(609) 633-6265**

FEDERAL INFORMATION:

FEDERAL AWARD AGENCY NAME: **Department of Health and Human Services**
 CFDA: **Community Services Block Grant**

FUNDING AMOUNT AND SOURCE OF FUNDS

	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>CFDA #</u>
1 (Federal Funds)	2018-100-022-8050-184-F235-18ND-6130	\$534,807.00	93569
Federal Award #:	Total Amount Federal Award: \$3,670,503.00	Federal Award Date:	11/13/2017
G-18B1NJCOSR			
SUBTOTAL		\$534,807.00	
OTHER FUNDS		\$0.00	
TOTAL		\$534,807.00	

GRANT/LOAN AWARD PERIOD

GRANT/LOAN AWARD PERIOD: **January 01, 2018 THROUGH: December 31, 2018**
 LENGTH OF AWARD PERIOD: **1 Year**
 LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: **March 31, 2019**

PURPOSE OF GRANT/LOAN

This award will provide funding for health, education, employment, housing and other services benefiting the low-income population of Jersey City.

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

City Clerk File No. Res. 18-675

Agenda No. 10.Z.1

Approved: JUL 18 2018

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY LIBERTY HUMANE SOCIETY
FOR ANIMAL SHELTERING SERVICES**

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) has need for Animal Sheltering Services; and

WHEREAS, approved on June 13, 2018 authorized a contract award to the Liberty Humane Society for providing animal sheltering services to the City for \$335,456.04; and

WHEREAS, Liberty Humane Society provided Animal Sheltering Services to the City commencing on January 01, 2018; and

WHEREAS, Liberty Humane Society has requested that the City pay it the sum of \$139,773.35 for 5 months; and

WHEREAS, the Department of Health and Human Services has reviewed Liberty Humane Society's request for payment and has certified that Liberty Humane Society provided the Animal Sheltering Services from January 01, 2018 to May 31, 2018 and has certified that Liberty Humane Society's bill for providing such services is fair and reasonable; and

WHEREAS, Liberty Humane Society performed the services in good faith and is entitled to receive payment for the value of the services; and

WHEREAS, the sum of \$ 139,773.35 is available in Acct # 01-201-27-336-312.

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

- The Purchasing Agent is hereby authorized to pay the Liberty Humane Society \$ 139,773.35 for providing animal sheltering services to the City of Jersey City from January 01, 2018 through May 31, 2018; and
- The approval of this payment is subject to the execution of a Release by releasing the City from any liability in connection claims that it may have against the City for providing animal sheltering services; and
- The Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$139,773.35 are available in Account no. 01-201-27-336-312

JMcK
7/19/18

P.O.# 129866

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

Full Title of Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY LIBERTY HUMANE SOCIETY, INC. FOR ANIMAL SHELTERING SERVICES FOR DOMESTIC PETS PURSUANT TO N.J.S.A. 40:48-5.1

Initiator

Department/Division	Health and Human Services	
Name/Title	Stacey Lea Flanagan	Director
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

To remit the payment of a claim submitted by the Liberty Humane Society for providing animal sheltering services from January 1, 2018 to May 31, 2018

Cost (Identify all sources and amounts)

\$139, 773.35 (TO BE PAID FROM THE ACCOUNT # 01-201-27-336-312)

Type of award

Other/Exception

If "Other Exception", enter type

Sheltering Services with Liberty Humane Society, N.J.S.A. 40:48-5.1

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



LIBERTY HUMANE SOCIETY

INVOICE

P.O. Box 3766
Jersey City, NJ 07303
PHONE: 201.547.4147
FAX: 201.547.8381
EMAIL: lhs@libertyhumane.org
WEB: www.libertyhumane.org

DATE: July 2, 2018
INVOICE # 1/1/2018 -5/31/2018

Bill To:
City of Jersey City
Health and Human Services/Purchasing
1 Journal Square Plaza
Jersey City, NJ 07306

DESCRIPTION	AMOUNT
Administrative Costs for Operation of Animal Shelter for the period: January 1-31, 2018	\$ 27,954.67
Administrative Costs for Operation of Animal Shelter for the period: February 1-28, 2018	\$ 27,954.67
Administrative Costs for Operation of Animal Shelter for the period: March 1-31, 2018	\$ 27,954.67
Administrative Costs for Operation of Animal Shelter for the period: April 1-30, 2018	\$ 27,954.67
Administrative Costs for Operation of Animal Shelter for the period: May 1-31, 2018	\$ 27,954.67
TOTAL	\$ 139,773.35

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

City Clerk File No. Res. 18-676
 Agenda No. 10.Z.2
 Approved: JUL 18 2018
 TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
 ACKNOWLEDGING THE ACCEPTANCE OF A GIFT FROM DUNKIN DONUTS**

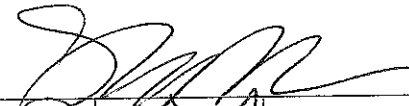
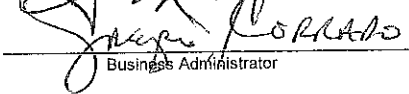
COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following
 Resolution:

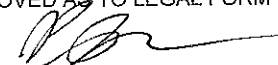
WHEREAS, the City of Jersey City (City) accepted \$200 as a gift in the form of 10 gift cards (each gift card having a value of \$10) from Dunkin Donuts located at 361 Martin Luther King Drive, Jersey City, NJ 07305 that were given to participants and the general public during the National HIV Testing Day event on June 27th 2018; and

WHEREAS, the City was authorized to accept this gift pursuant to

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

1. The acceptance of a donation of gift cards having a total value of \$200 from Dunkin Donuts during the National HIV Testing Day event on June 27th 2018, is hereby acknowledged; and
2. The City of Jersey City hereby thanks Dunkin Donuts for its generosity.

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required


APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
THE ACCEPTANCE OF A GIFT WITH A TOTAL VALUE OF \$200 FROM
DUNKIN DONUTS**

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (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 City of Jersey City accepted \$200 as a gift in the form of 10 gift cards (each gift card at a value of \$10) from Dunkin Donuts located at 361 Martin Luther King Drive, Jersey City, NJ 07305 that were given to participants and the general public during the National HIV Testing Day event on June 27th 2018.

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/28/18
Date

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

City Clerk File No. Res. 18-677
 Agenda No. 10.Z.3
 Approved: JUL 18 2018



TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
 ACKNOWLEDGEING THE ACCEPTANCE OF A GIFT FROM EXTRA
 SUPERMARKET**

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

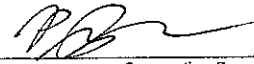
WHEREAS, the City of Jersey City (City) accepted \$200 as a gift in the form of fresh fruits and water from Extra Supermarket located at 360 Martin Luther King Drive, Jersey City, NJ 07305 that was given to participants and the general public during the National HIV Testing Day event on June 27th 2018; and

WHEREAS, the City was authorized to accept this gift pursuant to; and

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

1. The acceptance of a donation from Extra Supermarket, valued at two hundred dollars (\$200) that was used to provide fresh fruits and water to participants and the general public during the National HIV Testing Day event on June 27th 2018 is hereby acknowledged; and
2. The City of Jersey City hereby thanks Extra Supermarket for its generosity.

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

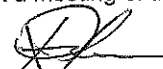
APPROVED 9-0

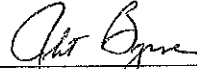
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7 18 18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Resolution

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ACKNOWLEDGEING THE ACCEPTANCE OF A GIFT WITH A TOTAL VALUE OF \$200 FROM
EXTRA SUPERMARKET .**

Initiator


Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (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.)

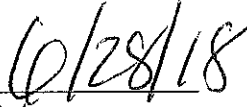
Resolution Purpose

The City of Jersey City is in accepted a donation from Extra Supermarket, valued at two hundred dollars (\$200) to be used to provide fresh fruits and water to participants and the general public during the National HIV Testing Day event on June 27th 2018, which is under the Department of Health & Human Services

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

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

City Clerk File No. Res. 18-678

Agenda No. 10.Z.4

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET COLUMBUS DRIVE FROM BRUNSWICK STREET TO CENTER STREET BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. SATURDAY, JULY 28, 2018 FOR THE PURPOSE OF THE JC CARIBBEAN CARNIVAL PARADE & FESTIVAL 2018

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from The Jersey City Caribbean Carnival Assoc. to close Columbus Drive from Brunswick Street to Center Street beginning 8:00 a.m. and ending 11:00 p.m. on Saturday, July 28, 2018 for the purpose of the JC Caribbean Carnival Parade & Festival 2018; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-2 be waived; and

WHEREAS, the request to close Columbus Drive does not meet the requirements set forth in Section 296-71(B) The majority of the owners, residents or tenants of properties fronting upon the block to be closed consent to the closing.; (C) The event is sponsored solely by the owner, residents or tenants and is not for commercial or advertising purposes or profit; (D) The application for a permit is filed by a bona fide resident of the street to be closed. And Chapter 296-72(2) and Section 122-2(C)(1) as the event will start earlier than the 10:00 a.m. permitted start time; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 122-2 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Columbus Drive from Brunswick Street to Center Street beginning 8:00 a.m. and ending 11:00 p.m. on Saturday, July 28, 2018.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] FOR
Municipal Engineer
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

AV: pcl
(06.28.18)

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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]
Rofando 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 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 COLUMBUS DRIVE FROM BRUNSWICK STREET TO CENTER STREET BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. SATURDAY, JULY 28, 2018 FOR THE PURPOSE OF THE JC CARIBBEAN CARNIVAL PARADE & FESTIVAL 2018

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Cheryl DB Murphy on behalf of the Jersey City Caribbean Carnival Assoc. 270 Clerk Street JCNJ 201.332.5538	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

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

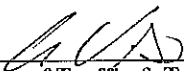
Resolution Purpose

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET COLUMBUS DRIVE FROM BRUNSWICK STREET TO CENTER STREET BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. SATURDAY, JULY 28, 2018

FOR THE PURPOSE OF THE JC CARIBBEAN CARNIVAL PARADE & FESTIVAL 2018

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.



Director of Traffic & Transportation

7/5/18

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Columbus Dr, Brunswick St to Center St

BEGINS/ENDS: 8AM-11PM Saturday, July 28, 2018

TITLE OF EVENT: JC Caribbean Carnival Parade & Festival 2018

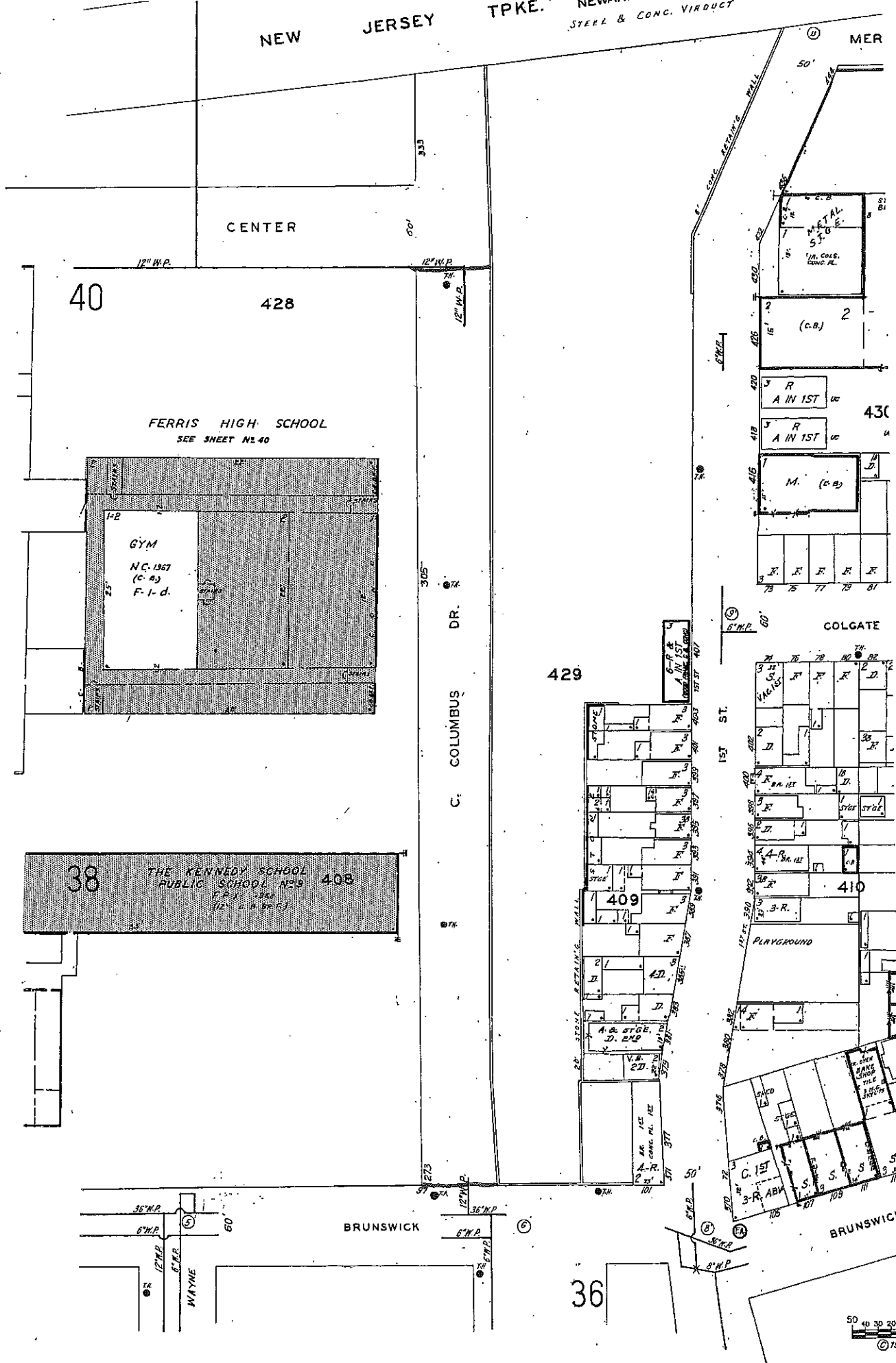
APPLICANT: Cheryl DB Murphy

ORGANIZATION: Jersey City Caribbean Carnival Assoc.

ADDRESS: 270 Clerk St, Jersey City NJ

PHONE #: 201-332-5538

BEING WAIVED: Nonresident, start time

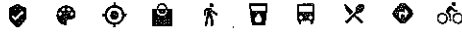




Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@jcnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: JC CARIBBEAN CARNIVAL PARADE & FESTIVAL 2018 **EVENT DATE:** JULY 28 2018

EVENT LOCATION: SEE ATTACHED

OFFICE OF CULTURAL AFFAIRS REVIEWER Initials of CA Reviewer: *Cultural Affairs Event Planner*
C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: *Captain Patricia Cassidy*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/19/2018

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: *Captain Voutsas*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/20/2018

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF
 Approved Coordinate On-Duty Personnel Signature of Police Chief: *Captain Michael Gajewski*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/20/2018

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR
 Acknowledged Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT
 Approved No Cooking / Open Flame Signature of Fire Official: *Dennis Miller*
 NOT Approved Additional Permits / Inspector Required Comments: *permits/inspector fees provided* Date: 6/23/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR
 Approved Coordinate On-Duty Personnel Signature of Police Director: *Bill O'Donnell*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/27/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC
 Acknowledged Pending Council Approval Signature of Traffic Engineer: *Monte Zucker*
 Not Applicable Need Completed Signature Page Comments: _____ Date: 6/27/2018

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES
 No Food will be Sold Vendor List Required Signature of Health Officer: _____
 Food will be Sold Health Inspector Required Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION
 Stage Request: Approved Signature of Stage Coordinator: _____
 Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE
 Approved Requiring additional form Signature of DPW Director: _____
 NOT Approved Additional fee will apply Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT
 COI is Approved Waiver request is Approved Signature of Risk Manager: _____
 COI is NOT Approved Waiver request is NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE
 Approved Date: _____ Signature of Division of Commerce Director: _____

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

City Clerk File No. Res. 18-679

Agenda No. 10.Z.5

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS GROVE STREET FROM BAY STREET TO NEWARK AVENUE AND MORGAN STREET FROM GROVE STREET TO MARIN BOULEVARD BEGINNING 5:00 P.M. AND ENDING 11:30 P.M. SATURDAY, JULY 31 AND SATURDAY, AUGUST 11, 2018 FOR THE PURPOSE OF THE SIZZLING SALSA ON GROVE STREET 2018

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application to close Grove Street from Bay Street to Newark Avenue and Morgan Street from Grove Street to Marin Boulevard beginning 5:00 p.m. and ending 11:30 p.m. Saturday, July 31 and Saturday, August 11, 2018 for the purpose of the Sizzling Salsa on Grove 2018; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-2 be waived; and

WHEREAS, the request to close Grove Street and Morgan Street does not meet the requirements set forth in Section 296-71 as more than one block at a time will be closed and Sections 296-72(2) and 122-2(C)(1) as the event will start earlier than the permitted start time of 10:00 a.m. 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 and 122-2 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Grove Street from Bay Street to Newark Avenue and Morgan Street from Grove Street to Marin Boulevard beginning 5:00 p.m. and ending 11:30 p.m. Saturday, July 31 and Saturday, August 11, 2018.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

AV:pcl
(06.19.18)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 X. 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 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 MUNICIPAL STREETS GROVE STREET FROM BAY STREET TO NEWARK AVENUE AND MORGAN STREET FROM GROVE STREET TO MARIN BOULEVARD BEGINNING 5:00 P.M. AND ENDING 11:30 P.M. SATURDAY, JULY 31 AND SATURDAY, AUGUST 11, 2018 FOR THE PURPOSE OF THE SIZZLING SALSA ON GROVE STREET 2018

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E.	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@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 GROVE STREET FROM BAY STREET TO NEWARK AVENUE AND MORGAN STREET FROM GROVE STREET TO MARIN BOULEVARD BEGINNING 5:00 P.M. AND ENDING 11:30 P.M. SATURDAY, JULY 31 AND SATURDAY, AUGUST 11, 2018


FOR THE PURPOSE OF THE SIZZLING SALSA ON GROVE STREET 2018

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.



Director of Traffic & Transportation



Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Grove St, Bay St to Newark Av
Morgan St, Grove St to Marin Blvd

BEGINS/ENDS: 5PM-11:30PM Saturday, July 31 & Saturday, August 11, 2018

TITLE OF EVENT: Sizzling Salsa on Grove St 2018

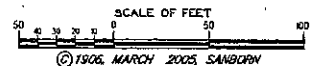
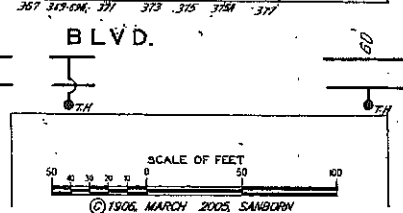
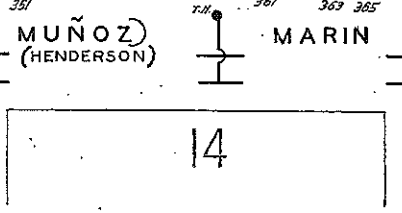
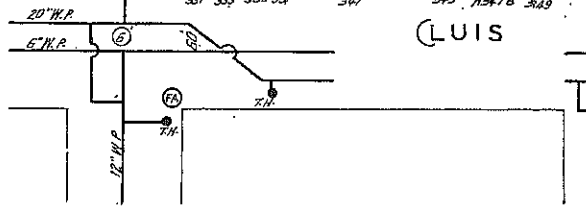
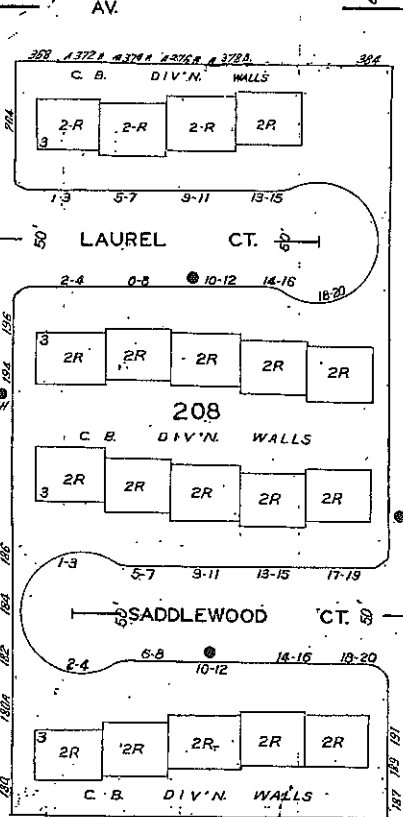
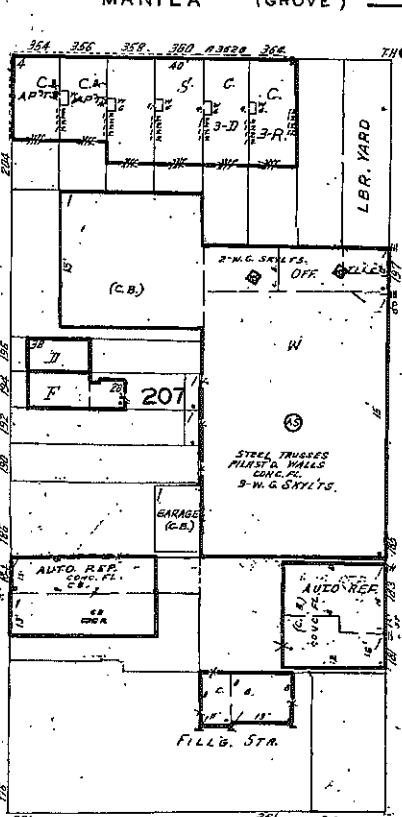
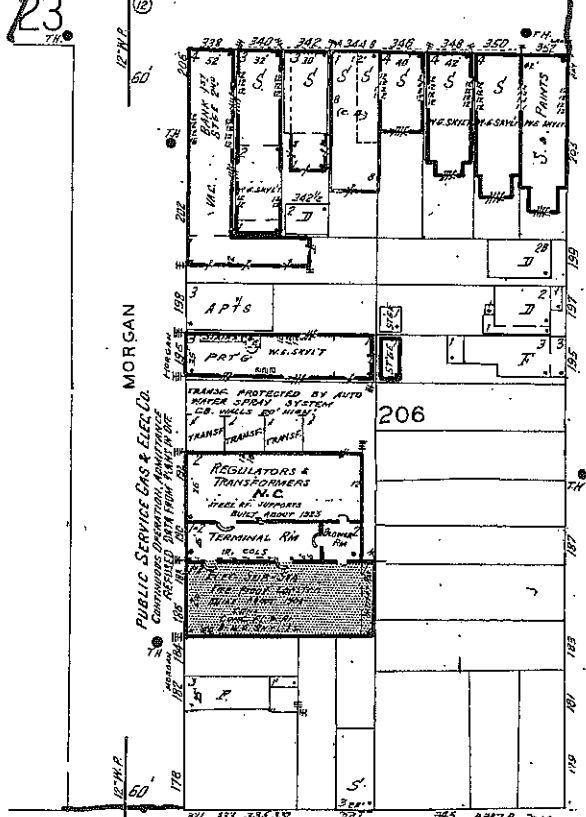
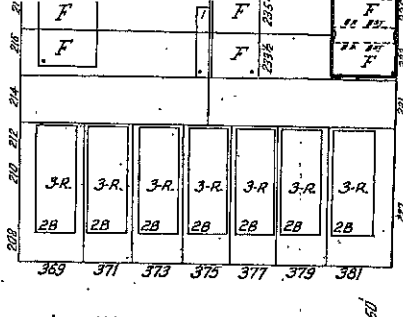
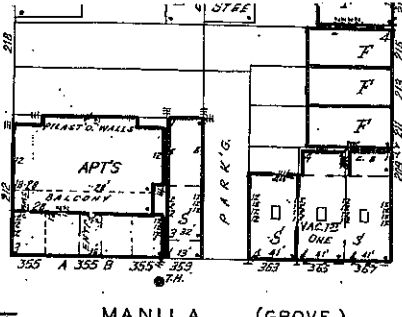
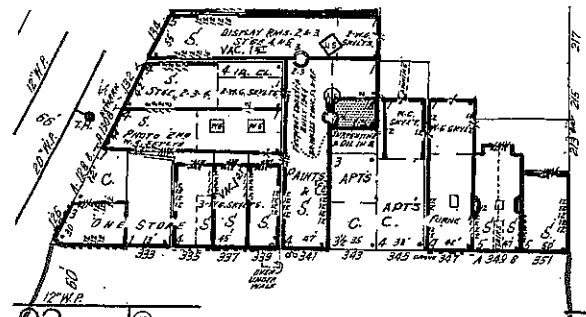
APPLICANT:

ORGANIZATION:

ADDRESS:

PHONE #:

BEING WAIVED: More than 1 block closed @ a time





Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: SIZZLING SALSA ON GROVE STREET 2018 (CITY EVENT) **EVENT DATE:** MULTIPLE DATES
EVENT LOCATION: GROVE STREET

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: Cultural Affairs Event Planner
C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: Captain Patricia Cassidy
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/15/2018
6DA370E2B973413

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

Approved Coordinate On-Duty Personnel Signature of Police Chief: Captain Michael Gajewski
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/15/2018
6108998C2C9477

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

Acknowledged Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

Approved No Cooking / Open Flame Signature of Fire Official: Dennis Maber
 NOT Approved Additional Permits / Inspector Required Comments: _____ Date: 6/18/2018
6052F439041B4E1

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

Approved Coordinate On-Duty Personnel Signature of Police Director: Bill O'Donnell
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/18/2018
536319BBE8A760E

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

Acknowledged Pending Council Approval Signature of Traffic Engineer: Monte Zucker
 Not Applicable Need Completed Signature Page Comments: _____ Date: 6/18/2018
AF1B7F1CEA13494

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

No Food will be Sold Vendor List Required Signature of Health Officer: _____
 Food will be Sold Health Inspector Required Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

Stage Request: Approved Signature of Stage Coordinator: _____
 Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

Approved Requiring additional form Signature of DPW Director: _____
 NOT Approved Additional fee will apply Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

COI is Approved Waiver request is Approved Signature of Risk Manager: _____
 COI is NOT Approved Waiver request is NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE

Approved Date: _____ Signature of Division of Commerce Director: _____

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

City Clerk File No. Res. 18-680

Agenda No. 10.Z.6

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET VIRGINIA AVENUE FROM OCEAN AVENUE TO MARTIN LUTHER KING DRIVE BEGINNING 10:00 A.M. AND ENDING 7:00 P.M. SATURDAY, AUGUST 11, 2018 FOR THE PURPOSE OF THE NEW REDEEMER CHURCH COMMUNITY HEALTH FAIR 2018

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the New Redeemer Reformed Episcopal Church to close Virginia Avenue from Ocean Avenue to Martin Luther King Drive beginning 10:00 a.m. and ending 7:00 p.m. on Saturday, August 11, 2018 for the purpose of the New Redeemer Church Community Health Fair 2018; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-2 be waived; and

WHEREAS, the request to close Virginia Avenue does not meet the requirements set forth in Section 296-71(B) The majority of the owners, residents or tenants of properties fronting upon the block to be closed consent to the closing; (C) The event is sponsored solely by the owner, residents or tenants and is not for commercial or advertising purposes or profit; (D) The application for a permit is filed by a bona fide resident of the street to be closed; and

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Virginia Avenue from Ocean Avenue to Martin Luther King Drive beginning 10:00 a.m. and ending 7:00 p.m. on Saturday, August 11, 2018

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] FOR
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

AV: pcl
(07.03.18)

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Virginia Av, Ocean Av to Martin Luther King Dr

BEGINS/ENDS: 10AM-7PM Saturday, August 11, 2018

TITLE OF EVENT: New Redeemer Church Community Health Fair 2018

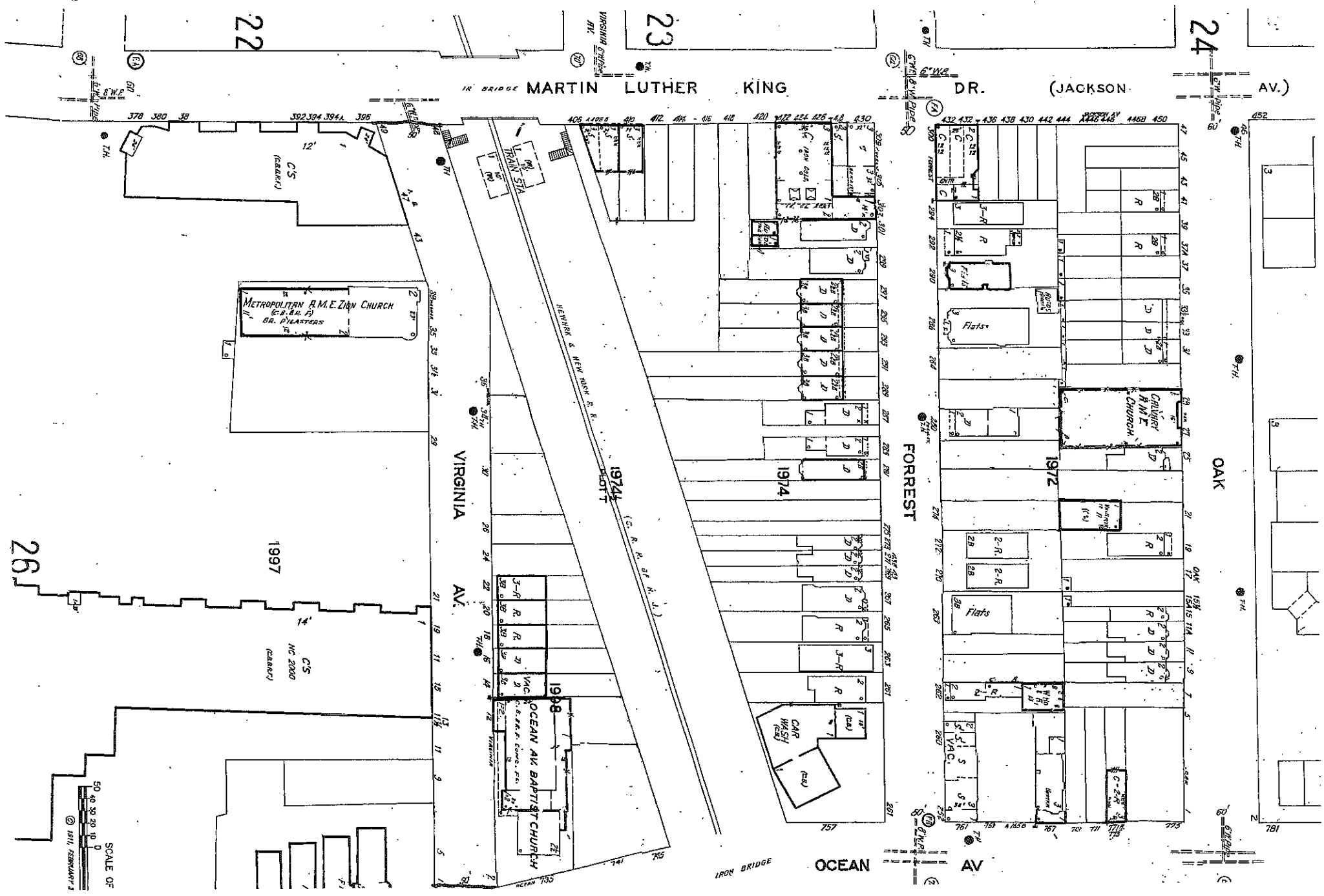
APPLICANT: Diane Jennings

ORGANIZATION: New Redeemer Reformed Episcopal Church

ADDRESS: 734 Ocean Av, Jersey City NJ

PHONE #: 201-332-7387

BEING WAIVED: Nonresident



22

23

24

26

MARTIN LUTHER KING DR. (JACKSON AV.)

VIRGINIA AV.

OCEAN AV

FOREST DR.

OAK

METROPOLITAN A.M.E. ZION CHURCH
DR. PYLARS

OCEAN AV BAPTIST CHURCH

CHALKEY A.M.E. CHURCH

Flats

Flats

CAR WASH

378 380 38 392 394 394A 396

406 408 410 412 414 416 418 420 422 424 426 428 430

432 432A 436 438 430 442 444 446 448 450

452

CS (Garage)

1997

CS MC 2000 (Garage)

1974

1974

1972

SCALE OF
50 40 30 20 10 0
1811, FEBRUARY 2



Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: NEW REDEEMER CHURCH COMMUNITY HEALTH FAIR 2018 **EVENT DATE:** AUG 11 2018
EVENT LOCATION: VIRGINIA AVE

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: _____

DocuSigned by:

Cultural Affairs Event Planner

C2E39AE9294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/26/2018

DocuSigned by:

Captain Voutsas

74CAB19CC657ABC

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

Approved Coordinate On-Duty Personnel Signature of Police Chief: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/27/2018

DocuSigned by:

Captain Michael Gajewski

81068969C2C9477

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

Acknowledged Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

Approved No Cooking / Open Flame Signature of Fire Official: _____
 NOT Approved Additional Permits/Inspector Required Comments: list of cooking vendors & permits Date: 6/28/2018

DocuSigned by:

Dennis Meier

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

Approved Coordinate On-Duty Personnel Signature of Police Director: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/29/2018

DocuSigned by:

Bill O'Donnell

63631BBE8A78405

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

Acknowledged Pending Council Approval Signature of Traffic Engineer: _____
 Not Applicable Need Completed Signature Page Comments: _____ Date: 6/29/2018

DocuSigned by:

Monte Zuber

AF1B7F1CEA13494

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

No Food will be Sold Vendor List Required Signature of Health Officer: _____
 Food will be Sold Health Inspector Required Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

Stage Request: Approved Signature of Stage Coordinator: _____
 Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

Approved Requiring additional form Signature of DPW Director: _____
 NOT Approved Additional fee will apply Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

COI Is Approved Waiver request is Approved Signature of Risk Manager: _____
 COI is NOT Approved Waiver request is NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE

Approved Date: _____ Signature of Division of Commerce Director: _____

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

City Clerk File No. Res. 18-681
 Agenda No. 10.Z.7
 Approved: JUL 18 2018



TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET BEGINNING 9:00 A.M. AND ENDING 4:00 P.M., SUNDAY, AUGUST 19, 2018 FOR THE PURPOSE OF THE 58TH ANNUAL JCPRHAC PARADE AND AUTHORIZING CLOSING CENTER STREET FROM MONTGOMERY STREET TO COLUMBUS DRIVE; COLUMBUS DRIVE FROM BRUNSWICK STREET TO MERSELES STREET AND MERSELES STREET FROM COLUMBUS DRIVE TO WAYNE STREET BEGINNING 6:00 A.M. AUGUST 18 AND ENDING 11:00 P.M. SUNDAY, AUGUST 19, 2018 FOR THE PURPOSE OF THE 58TH ANNUAL JCPRHAC FESTIVAL 2018

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Jersey City Puerto Rican Heritage, Arts & Culture Inc. to close Grove Street from Montgomery Street to Mercer Street beginning 9:00 a.m. and ending 4:00 p.m. on Sunday, August 19, 2018 for the purpose of the 58th Annual JCPRHAC Parade and authorizing the closing of Center Street from Montgomery Street to Columbus Drive, Columbus Drive from Brunswick Street to Merseles Street and Merseles Street from Columbus Drive to Wayne Street beginning 6:00 a.m. Saturday, August 18th and ending 11:00 p.m. Sunday, August 19, 2018 for the purpose of the 58th Annual JCPRHAC Festival 2018; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-2 be waived; and

WHEREAS, the request to close Grove Street does not meet the requirements set forth in Section 296-71 as the event is being sponsored by a non-resident and Sections 296-72(2) and 122-2(C)(1) as the event will start earlier than the permitted start time of 10:00 a.m. and the request to close Center Street, Columbus Drive and Merseles Street does not meet the requirements set forth in Section 296-71 as the event is being sponsored by a non-resident and more than one block at a time will be closed, Sections 122-2 and 296-72.2(2) as the start time is earlier than the 10:00 a.m. permitted time and Section 296-74(C) the street will be closed for more than 24 consecutive hours; 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 and 122-2 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Grove Street from Montgomery Street to Mercer Street beginning 9:00 a.m. and ending 4:00 p.m. on Sunday, August 19, 2018 for the purpose of the 58th Annual JCPRHAC Parade and authorizing the closing of Center Street from Montgomery Street to Columbus Drive, Columbus Drive from Brunswick Street to Merseles Street and Merseles Street from Columbus Drive to Wayne Street beginning 6:00 a.m. Saturday, August 18th and ending 11:00 p.m. Sunday, August 19, 2018

APPROVED: [Signature]
 Director of Traffic & Transportation

APPROVED: [Signature]
 Municipal Engineer

APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
 Corporation Counsel

AV:pcl
 (06.19.18)

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												7.18.18			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.				
RIDLEY	✓			YUN	✓			RIVERA	✓						
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓						
BOGGIANO	✓			ROBINSON	✓			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 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 MUNICIPAL STREETS GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET BEGINNING 9:00 A.M. AND ENDING 4:00 P.M., SUNDAY, AUGUST 19, 2018 FOR THE PURPOSE OF THE 58TH ANNUAL JCPRHAC PARADE AND AUTHORIZING CLOSING CENTER STREET FROM MONTGOMERY STREET TO COLUMBUS DRIVE; COLUMBUS DRIVE FROM BRUNSWICK STREET TO MERSELES STREET AND MERSELES STREET FROM COLUMBUS DRIVE TO WAYNE STREET BEGINNING 6:00 A.M. AUGUST 18 AND ENDING 11:00 P.M. SUNDAY, AUGUST 19, 2018 FOR THE PURPOSE OF THE 58TH ANNUAL JCPRHAC FESTIVAL 2018

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Juan Vasquez on behalf of the Jersey City Puerto Rican Heritage, Arts & Cultures Inc. 116 Brunswick Street Jersey City, New Jersey 201.878.4845	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@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 GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET BEGINNING 9:00 A.M. AND ENDING 4:00 P.M., SUNDAY, AUGUST 19, 2018
FOR THE PURPOSE OF THE 58TH ANNUAL JCPRHAC PARADE
AUTHORIZING CLOSING CENTER STREET FROM MONTGOMERY STREET TO COLUMBUS DRIVE; COLUMBUS DRIVE FROM BRUNSWICK STREET TO MERSELES STREET AND MERSELES STREET FROM COLUMBUS DRIVE TO WAYNE STREET BEGINNING 6:00 A.M. AUGUST 18 AND ENDING 11:00 P.M. SUNDAY, AUGUST 19, 2018
FOR THE PURPOSE OF THE 58TH ANNUAL JCPRHAC FESTIVAL 2018
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.



Director of Traffic & Transportation



Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Grove St, Montgomery St to Mercer St

BEGINS/ENDS: 9AM-4PM Sunday, August 19, 2018

TITLE OF EVENT: 58th Annual JCPRHAC Parade

APPLICANT: Juan Vasquez

ORGANIZATION: Jersey City Puerto Rican Heritage, Arts & Culture Inc

ADDRESS: 116 Brunswick St, Jersey City NJ 07302

PHONE #: 201-878-4845

BEING WAIVED: Nonresident, start time



Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: 58th ANNUAL JCPRHAC PARADE 2018 **EVENT DATE:** AUG 19 2018

EVENT LOCATION: SEE ATTACHED

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: *Cultural Affairs Event Planner*

DocuSigned by:

Cultural Affairs Event Planner

C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

- Approved Coordinate On-Duty Personnel
- NOT Approved Coordinate Off-Duty Personnel

Signature of District Commander: *Captain Patricia Cassidy*
Comments: _____ Date: 5/30/2018

DocuSigned by:

Captain Patricia Cassidy

50A270E2B873413

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

- Approved Coordinate On-Duty Personnel
- NOT Approved Coordinate Off-Duty Personnel

Signature of District Commander: _____
Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

- Approved Coordinate On-Duty Personnel
- NOT Approved Coordinate Off-Duty Personnel

Signature of District Commander: _____
Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

- Approved Coordinate On-Duty Personnel
- NOT Approved Coordinate Off-Duty Personnel

Signature of District Commander: *Captain Voutsas*
Comments: _____ Date: 5/31/2018

DocuSigned by:

Captain Voutsas

74CAB19CC6874BC

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

- Approved Coordinate On-Duty Personnel
- NOT Approved Coordinate Off-Duty Personnel

Signature of Police Chief: *Captain Michael Gajewski*
Comments: _____ Date: 6/1/2018

DocuSigned by:

Captain Michael Gajewski

8108998C2C9477

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

- Acknowledged _____ Date: _____

Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

- Approved No Cooking / Open Flame
- NOT Approved Additional Permits / Inspector Required

Signature of Fire Official: *Dennis Miller*
Comments: _____ Date: 6/3/2018

DocuSigned by:

Dennis Miller

6052F438041B4E1

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

- Approved Coordinate On-Duty Personnel
- NOT Approved Coordinate Off-Duty Personnel

Signature of Police Director: *Bill O'Donnell*
Comments: _____ Date: 6/4/2018

DocuSigned by:

Bill O'Donnell

63631BBE8A7640E

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

- Acknowledged Pending Council Approval
- Not Applicable Need Completed Signature Page

Signature of Traffic Engineer: *Monte Zucker*
Comments: _____ Date: 6/5/2018

DocuSigned by:

Monte Zucker

AF1B7F1CEA13094

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

- No Food will be Sold Vendor List Required
- Food will be Sold Health Inspector Required

Signature of Health Officer: *Dr. Bastola*
Comments: _____ Date: 6/6/2018

DocuSigned by:

Dr. Bastola

4EC219C0458C455

JERSEY CITY DEPARTMENT OF RECREATION

- Stage Request: Approved
- Stage: NOT Approved

Signature of Stage Coordinator: *Ron Uttariello*
Comments: _____ Date: 6/6/2018

DocuSigned by:

Ron Uttariello

71AB2787280C448

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

- Approved Requiring additional form
- NOT Approved Additional fee will apply

Signature of DPW Director: *Patrick Stamato*
Comments: _____ Date: 6/6/2018

DocuSigned by:

Patrick Stamato

65EAADA113E540A

JERSEY CITY DIVISION OF RISK MANAGEMENT

- COI is Approved Waiver request is Approved
- COI is NOT Approved Waiver request is NOT Approved

Signature of Risk Manager: _____
Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE

- Approved _____ Date: _____

Signature of Division of Commerce Director: _____

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Center St, Montgomery St to Columbus Dr
Columbus Dr, Brunswick St to Merseles St
Merseles St, Columbus Dr to Wayne St

BEGINS/ENDS: 6AM Saturday, August 18/11PM Sunday, August 19, 2018

TITLE OF EVENT: 58th Annual JCPRHAC Festival 2018

APPLICANT: Juan Vasquez

ORGANIZATION: Jersey City Puerto Rican Heritage, Arts & Culture, Inc (HCPRHAC)

ADDRESS: Brunswick St, Jersey City NJ 07302

PHONE #: 201-878-4845

BEING WAIVED: Closed more than 24 continuous hours, more than 1 block closed @ a time, nonresident, start time

WAYNE

MERSELES

NEW JERSEY TPKE.

NEWARK BAY-HUDSON COUNTY EXT.
STEEL & CONC. VIADUCT

MER

CENTER

40

428

FERRIS HIGH SCHOOL
SEE SHEET N2.40

GYM

N.C. 1367
(C.A.)
F.I.-d.

DR.

C. COLUMBUS

429

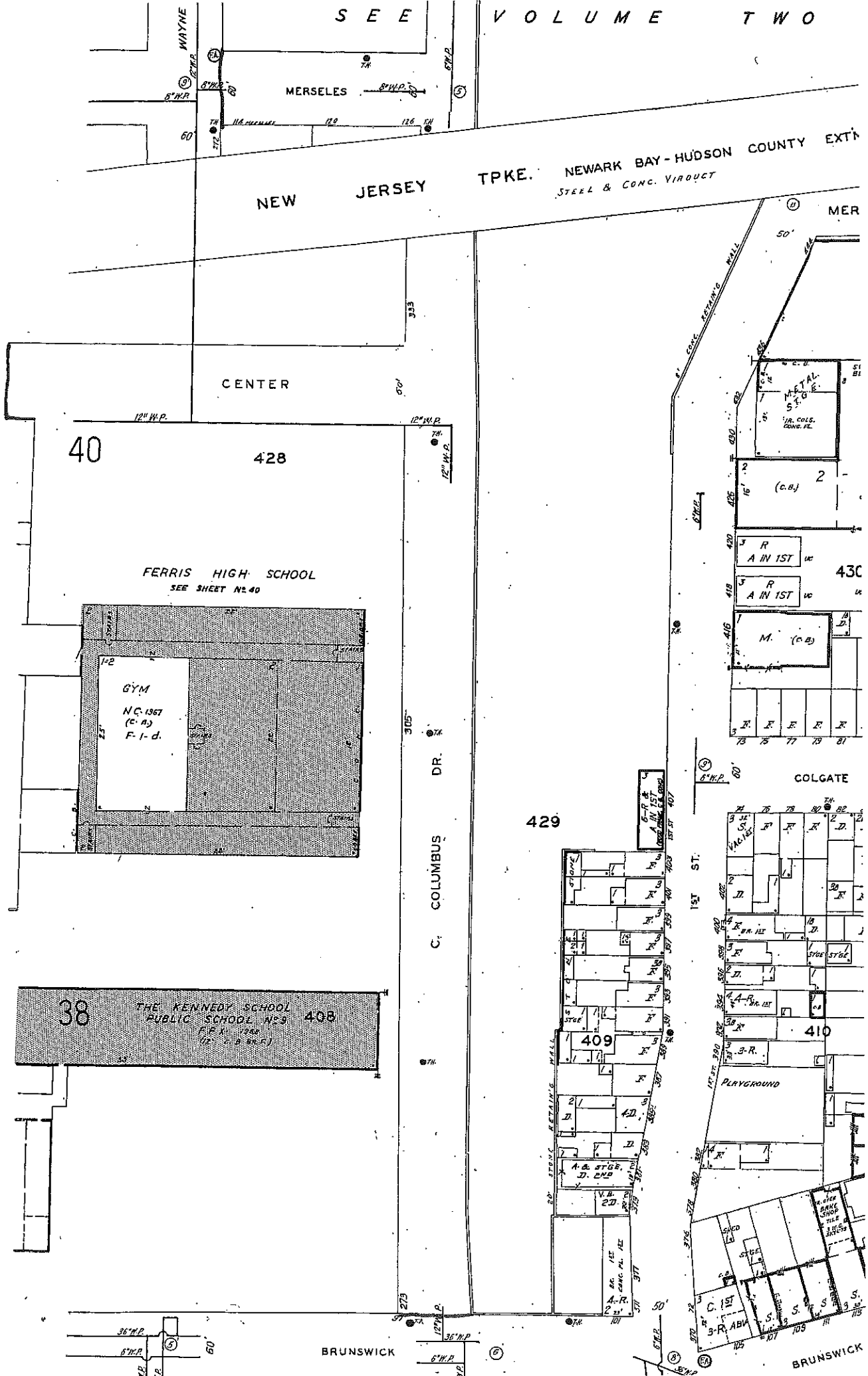
COLGATE

38

THE KENNEDY SCHOOL
PUBLIC SCHOOLS N29 408
P.C. 1740
(12' F.I.B. S.P.)

BRUNSWICK

BRUNSWICK





Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: 58TH ANNUAL JCPRHAC FESTIVAL 2018 **EVENT DATE:** 8/18 + 8/19
EVENT LOCATION: COLUMBUS DRIVE

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: _____

DocuSigned by:
Cultural Affairs Event Planner
C2E38AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

- Approved Coordinate On-Duty Personnel
- NOT Approved Coordinate Off-Duty Personnel

Signature of District Commander: *lt. Joseph Dumancki*
Comments: _____ Date: 6/4/2018

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

- Approved Coordinate On-Duty Personnel
- NOT Approved Coordinate Off-Duty Personnel

Signature of District Commander: _____
Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

- Approved Coordinate On-Duty Personnel
- NOT Approved Coordinate Off-Duty Personnel

Signature of District Commander: _____
Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

- Approved Coordinate On-Duty Personnel
- NOT Approved Coordinate Off-Duty Personnel

Signature of District Commander: _____
Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

- Approved Coordinate On-Duty Personnel
- NOT Approved Coordinate Off-Duty Personnel

Signature of Police Chief: *Captain Michael Gajewski*
Comments: _____ Date: 6/6/2018

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

- Acknowledged

Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

- Approved No Cooking / Open Flame
- NOT Approved Additional Permits/Inspector Required

Signature of Fire Official: *Dennis Miller*
Comments: tags/open flame/inspector Date: 6/6/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

- Approved Coordinate On-Duty Personnel
- NOT Approved Coordinate Off-Duty Personnel

Signature of Police Director: *Bill O'Donnell*
Comments: _____ Date: 6/6/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

- Acknowledged Pending Council Approval
- Not Applicable Need Completed Signature Page

Signature of Traffic Engineer: *Monte Zucker*
Comments: _____ Date: 6/6/2018

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

- No Food will be Sold Vendor List Required
- Food will be Sold Health Inspector Required

Signature of Health Officer: *Dr. Bastola*
Comments: _____ Date: 6/8/2018

JERSEY CITY DEPARTMENT OF RECREATION

- Stage Request: Approved
- Stage: NOT Approved

Signature of Stage Coordinator: _____
Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

- Approved Requiring additional form
- NOT Approved Additional fee will apply

Signature of DPW Director: _____
Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

- COI is Approved Waiver request is Approved
- COI is NOT Approved Waiver request is NOT Approved

Signature of Risk Manager: _____
Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE

- Approved

Date: _____ Signature of Division of Commerce Director: _____

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

City Clerk File No. Res. 18-682
 Agenda No. 10-Z-8
 Approved: JUL 18 2018



TITLE:

**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET
 COLUMBUS DRIVE FROM BRUNSWICK STREET TO CENTER STREET
 BEGINNING 9:00 A.M. AND ENDING 11:30 P.M. SATURDAY, SEPTEMBER 22,
 2018 FOR THE PURPOSE OF THE HOUSE MUSIC EXPLOSION 2018**

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Sidewalk University/HME/Team/US to close Columbus Drive from Brunswick Street to Center Street beginning 9:00 a.m. and ending 11:30 p.m. on Saturday, September 22, 2018 for the purpose of the House Music Explosion 2018; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-2 be waived; and

WHEREAS, the request to close Columbus Drive does not meet the requirements set forth in Section 296-71(B) The majority of the owners, residents or tenants of properties fronting upon the block to be closed consent to the closing.; (C) The event is sponsored solely by the owner, residents or tenants and is not for commercial or advertising purposes or profit; (D) The application for a permit is filed by a bona fide resident of the street to be closed. And Chapter 296-72(2) and Section 122-2(C)(1) as the event will start earlier than the 10:00 a.m. permitted start time; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 122-2 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Columbus Drive from Brunswick Street to Center Street beginning 9:00 a.m. and ending 11:30 p.m. on Saturday, September 22, 2018.

APPROVED: [Signature]
 Director of Traffic & Transportation

APPROVED: [Signature] FOR
 Municipal Engineer
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

AV: pcl
 (07.03.18)

Certification Required
 Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 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 COLUMBUS DRIVE FROM BRUNSWICK STREET TO CENTER STREET BEGINNING 9:00 A.M. AND ENDING 11:30 P.M. SATURDAY, SEPTEMBER 22, 2018 FOR THE PURPOSE OF THE HOUSE MUSIC EXPLOSION 2018

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Ricky Clark/Meia Perkins on behalf of Sidewalk University/HME/Team/US 15 Hudson Avenue Maplewood, NJ 201.985.4990	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jenj.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 COLUMBUS DRIVE FROM BRUNSWICK STREET TO CENTER STREET BEGINNING 9:00 A.M. AND ENDING 11:30 P.M. SATURDAY, SEPTEMBER 22, 2018

FOR THE PURPOSE OF THE HOUSE MUSIC EXPLOSION 2018

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.



Director of Traffic & Transportation

7/5/18

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Columbus Dr, Brunswick St to Center St

BEGINS/ENDS: 9AM-11:30PM Saturday, September 22, 2018

TITLE OF EVENT: House Music Explosion 2018

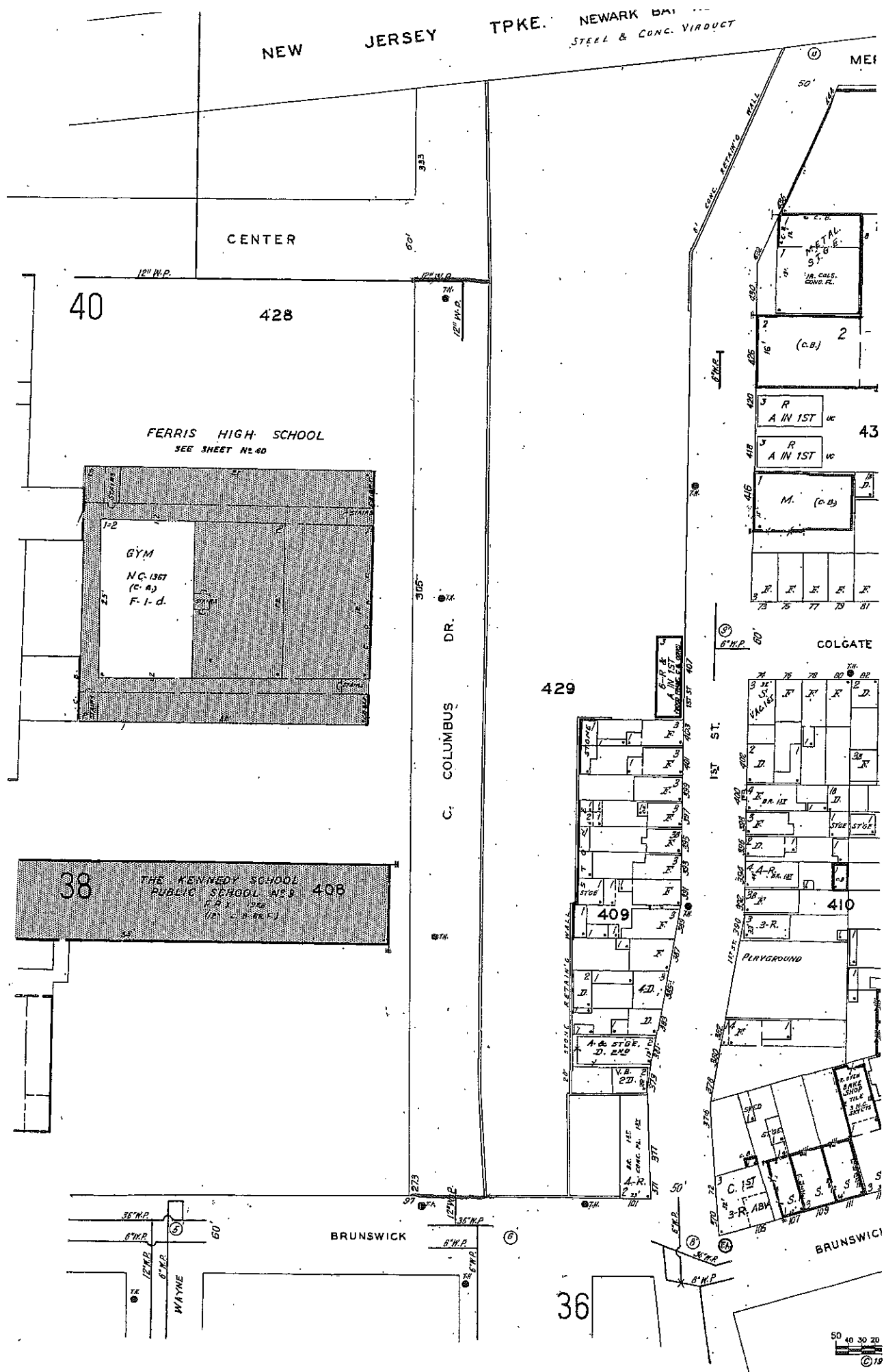
APPLICANTS: Ricky Clark/Meia Perkins

ORGANIZATION: Sidewalk University/HME/TeamUS

ADDRESS: 15 Hudson Av, Maplewood NJ

PHONE #: 201-985-4990

BEING WAIVED: Nonresident, start time

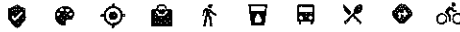




Steven M. Fulop Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215 Jersey City, NJ 07302 (201)547-6921 culturalaffairs@cnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman Director

EVENT NAME: HOUSE MUSIC EXPLOSION 2018 EVENT DATE: SEPT 22 2018

EVENT LOCATION: COLUMBUS DRIVE

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: Cultural Affairs Event Planner

DocuSigned by:

C2E39AE2B4247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

- Approved, NOT Approved, Coordinate On-Duty Personnel, Coordinate Off-Duty Personnel

Signature of District Commander: Captain Patricia Cassidy

DocuSigned by:

50A370E2B973443 Date: 6/26/2018

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

- Approved, NOT Approved, Coordinate On-Duty Personnel, Coordinate Off-Duty Personnel

Signature of District Commander: Date:

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

- Approved, NOT Approved, Coordinate On-Duty Personnel, Coordinate Off-Duty Personnel

Signature of District Commander: Date:

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

- Approved, NOT Approved, Coordinate On-Duty Personnel, Coordinate Off-Duty Personnel

Signature of District Commander: Date:

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

- Approved, NOT Approved, Coordinate On-Duty Personnel, Coordinate Off-Duty Personnel

Signature of Police Chief: Captain Michael Gajewski

DocuSigned by:

61089988C2C9477 Date: 6/28/2018

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

- Acknowledged, Date, Signature of Off Duty Coordinator

JERSEY CITY FIRE DEPARTMENT

- Approved, NOT Approved, No Cooking / Open Flame, Additional Permits / Inspector Required

Signature of Fire Official: Dennis Miller

DocuSigned by:

Part of Fire Department cooking/inspector Date: 6/28/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

- Approved, NOT Approved, Coordinate On-Duty Personnel, Coordinate Off-Duty Personnel

Signature of Police Director: Bill O'Donnell

DocuSigned by:

53631BBE8A7640E Date: 6/29/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

- Acknowledged, Not Applicable, Pending Council Approval, Need Completed Signature Page

Signature of Traffic Engineer: Monte Zucker

DocuSigned by:

AF1B7F1CEA13494 Date: 6/29/2018

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

- No Food will be Sold, Food will be Sold, Vendor List Required, Health Inspector Required

Signature of Health Officer: Date:

JERSEY CITY DEPARTMENT OF RECREATION

- Stage Request: Approved, Stage: NOT Approved

Signature of Stage Coordinator: Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

- Approved, NOT Approved, Requiring additional form, Additional fee will apply

Signature of DPW Director: Date:

JERSEY CITY DIVISION OF RISK MANAGEMENT

- COI is Approved, COI is NOT Approved, Waiver request is Approved, Waiver request is NOT Approved

Signature of Risk Manager: Date:

JERSEY CITY DIVISION OF COMMERCE

- Approved, Date

Signature of Division of Commerce Director: Date:

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

City Clerk File No. Res. 18-683

Agenda No. 10.Z.9

Approved: JUL 18 2018

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET
OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET
BEGINNING 8:00 A.M. AND ENDING 6:00 P.M., SATURDAY, SEPTEMBER 22,
2018 FOR THE PURPOSE OF THE RNA PARK FESTIVAL & FLEA MARKET**

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Riverview Neighborhood Association to close Ogden Avenue from Griffith Street to Bowers Street beginning 8:00 a.m. and ending 6:00 p.m. on Saturday, September 22, 2018 for the purpose of the RNA Park Festival & Flea Market; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74(B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-2 be waived; and

WHEREAS, the request to close Ogden Avenue does not meet the requirements set forth in Sections 296-71(B)(C) and (D) as the event is being sponsored by a non-resident and Sections 296-72(2) and 122-2(C) (1) as the event will start earlier than the permitted start time of 10:00 a.m.; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74(B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-72 and 122-2 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Ogden Avenue from Griffith Street to Bowers Street beginning 8:00 a.m. and ending 6:00 p.m. on Saturday, September 22, 2018.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

AV:pcl
(06.19.18)

Certification Required
Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Ogden Av, Griffith St to Bowers St

BEGINS/ENDS: 8AM-6PM Saturday, September 22, 2018

TITLE OF EVENT: RNA Park Fest & Flea Market

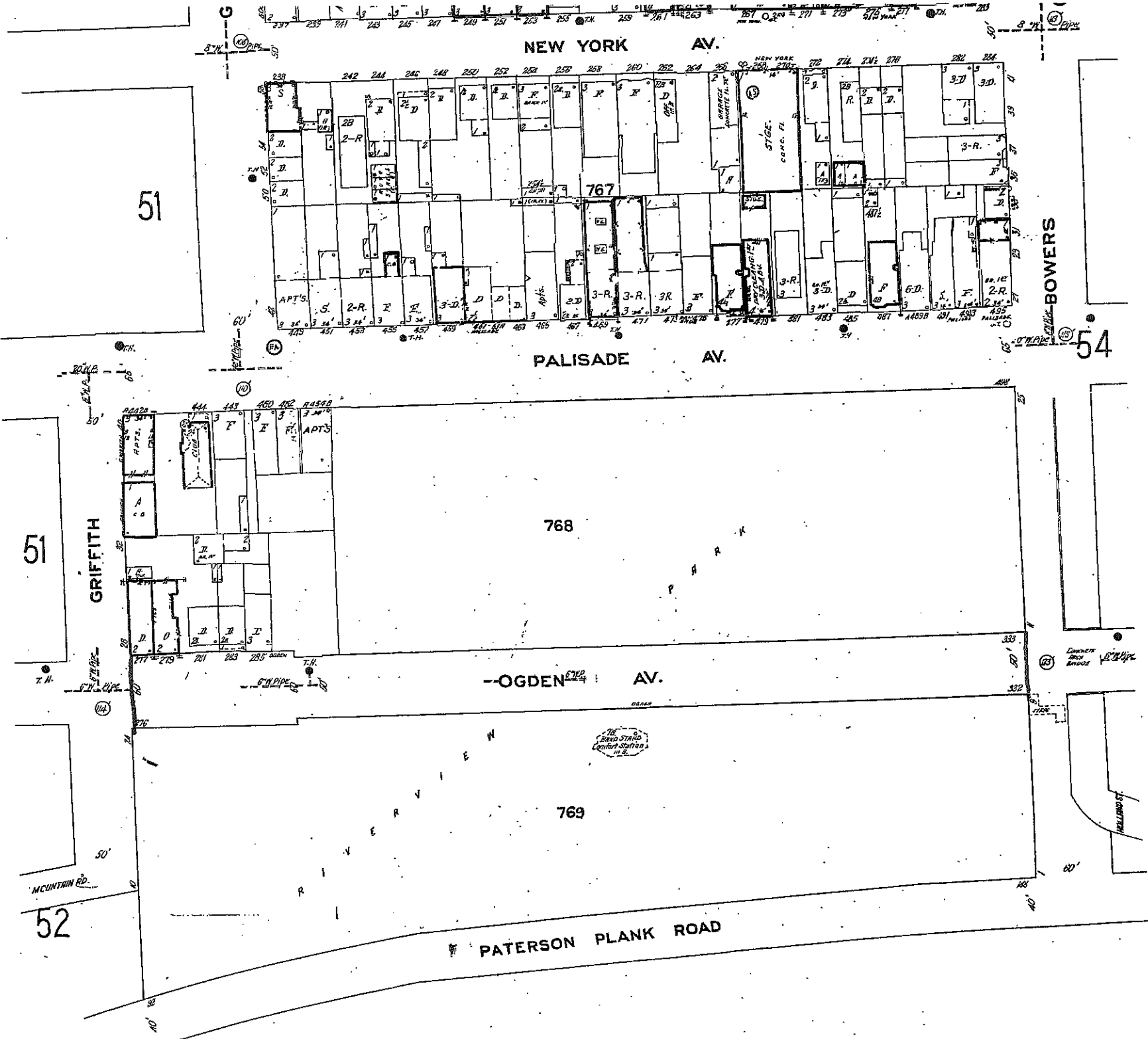
APPLICANT: Karen Weissman

ORGANIZATION: Riverview Neighborhood Association

ADDRESS: 576 Palisade Av, Jersey City NJ 07307

PHONE #: 201-472-5148

BEING WAIVED: Nonresident, start time



NEW YORK AV.

PALISADE AV.

OGDEN AV.

PATERSON PLANK ROAD

GRIFFITH

BOWERS

51

51

52

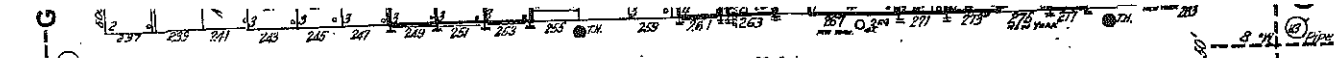
54

767

768

769

STAND STATION
Central Station
N.Y.C.



MOUNTAIN RD.

MILLARD ST.

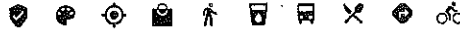
DANGER
NO
KIDNEY



Steven M. Fulop Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215 Jersey City, NJ 07302 (201)547-6921 culturalaffairs@jcnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman Director

EVENT NAME: RNA PARKFEST & FLEA MARKET 2018 EVENT DATE: SEPT 22 2018

EVENT LOCATION: RIVERVIEW PARK

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: Cultural Affairs Event Planner

DocuSigned by:

C2E99AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of District Commander, Comments, Date

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of District Commander, Comments, Date: 6/15/2018

DocuSigned by:

H. C. Feliz

1B884BA3A34048E...

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of District Commander, Comments, Date

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of District Commander, Comments, Date

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of Police Chief, Comments, Date: 6/15/2018

DocuSigned by:

Captain Michael Gajewski

61088888C2C2477...

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

Acknowledged, Date, Signature of Off Duty Coordinator

JERSEY CITY FIRE DEPARTMENT

Approved/NOT Approved, No Cooking / Open Flame, Additional Permits / Inspector Required, Signature of Fire Official, Comments, Date: 6/18/2018

DocuSigned by:

Dennis Miller

8052F43604184E1...

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

Approved/NOT Approved, Coordinate On-Duty/Off-Duty Personnel, Signature of Police Director, Comments, Date: 6/18/2018

DocuSigned by:

Bill O'Donnell

53631BBE9A7840E...

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

Acknowledged/Not Applicable, Pending Council Approval, Need Completed Signature Page, Signature of Traffic Engineer, Comments, Date: 6/19/2018

DocuSigned by:

Monte Zucker

AF1B7F1CEA13494...

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

No Food will be Sold / Food will be Sold, Vendor List Required / Health Inspector Required, Signature of Health Officer, Comments, Date

JERSEY CITY DEPARTMENT OF RECREATION

Stage Request: Approved / NOT Approved, Signature of Stage Coordinator, Comments, Date

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

Approved/NOT Approved, Requiring additional form, Additional fee will apply, Signature of DPW Director, Comments, Date

JERSEY CITY DIVISION OF RISK MANAGEMENT

COI is Approved / NOT Approved, Waiver request is Approved / NOT Approved, Signature of Risk Manager, Comments, Date

JERSEY CITY DIVISION OF COMMERCE

Approved, Date, Signature of Division of Commerce Director

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 OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 8:00 A.M. AND ENDING 6:00 P.M., SATURDAY, SEPTEMBER 22, 2018 FOR THE PURPOSE OF RNA PARK FESTIVAL & FLEA MARKET

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Karen Weissman on behalf of the Riverview Neighborhood Association 576 Palisade Avenue Jersey City, New Jersey 201.472.5148	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

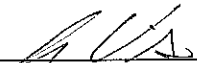
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 8:00 A.M. AND ENDING 6:00 P.M., SATURDAY, SEPTEMBER 22, 2018
FOR THE PURPOSE OF RNA PARK FESTIVAL & FLEA MARKET

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.


Director of Traffic & Transportation

9/21/18
Date

Department Director

Date

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

City Clerk File No. Res. 18-684

Agenda No. 10.Z.10

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, HERBERT PLACE; LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE AND NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE BEGINNING 7:30 P.M. AND ENDING 3:00 A.M. FRIDAY, OCTOBER 12 THROUGH SUNDAY OCTOBER 14 AND FRIDAY, OCTOBER 19 THROUGH SUNDAY, OCTOBER 21, 2018 FOR THE PURPOSE OF THE GOVINDA SANSKAR NAVRATRI 2018

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Govinda Sanskar Center to close Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 7:30 p.m. and ending 3:00 a.m. Friday, October 12 through Sunday October 14 and Friday, October 19 through Sunday, October 21, 2018 for the purpose of the Govinda Sanskar Navratri 2018; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 122-2 be waived; and

WHEREAS, the request to close Herbert Place; Liberty Avenue and Newark Avenue does not meet the requirements set forth in Section 296-71 as the street closing exceeds one City block and Sections 276-72(2) and Section 122-2(C)(1) and the event will end later than the permitted time; 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 and 122-2 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 7:30 p.m. and ending 3:00 a.m. Friday, October 12 through Sunday, October 14 and Friday, October 19 through Sunday, October 21, 2018.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

APPROVED: [Signature]
Business Administrator

AV: pcl
(06.19.18)

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 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 MUNICIPAL STREETS, HERBERT PLACE; LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE AND NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE BEGINNING 7:30 P.M. AND ENDING 3:00 A.M. FRIDAY, OCTOBER 12 THROUGH SUNDAY OCTOBER 14 AND FRIDAY, OCTOBER 19 THROUGH SUNDAY, OCTOBER 21, 2018 FOR THE PURPOSE OF THE GOVINDA SANSKAR NAVRATRI 2018

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Raj Patel on behalf of the Govinda Sanskar Center 813 Newark Avenue JCNJ 201.659.7600	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

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

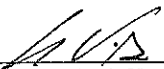
Resolution Purpose

AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, HERBERT PLACE; LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE AND NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE BEGINNING 7:30 P.M. AND ENDING 3:00 A.M. FRIDAY, OCTOBER 12 THROUGH SUNDAY OCTOBER 14 AND FRIDAY, OCTOBER 19 THROUGH SUNDAY, OCTOBER 21, 2018

FOR THE PURPOSE OF THE GOVINDA SANSKAR NAVRATRI 2018

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.



Director of Traffic & Transportation

6/21/18

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Herbert Pl
Liberty Av, Newark Av to Van Winkle Av
Newark Av, Kennedy Blvd to Tonnele Av

BEGINS/ENDS: 7:30PM-3AM Friday, October 12, through Sunday, October 14 and
Friday, October 19 through Sunday, October 21, 2018

TITLE OF EVENT: Govinda Sanskar Navratri 2018

APPLICANT: Raj Patel

ORGANIZATION: Govinda Sanskar Center

ADDRESS: 813 Newark Av, Jersey City NJ 07306

PHONE #: 201-659-7600

BEING WAIVED: End time, more than 1 block closed @ a time

Seaside Volume F



25

COTTAGE

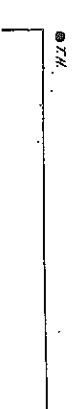
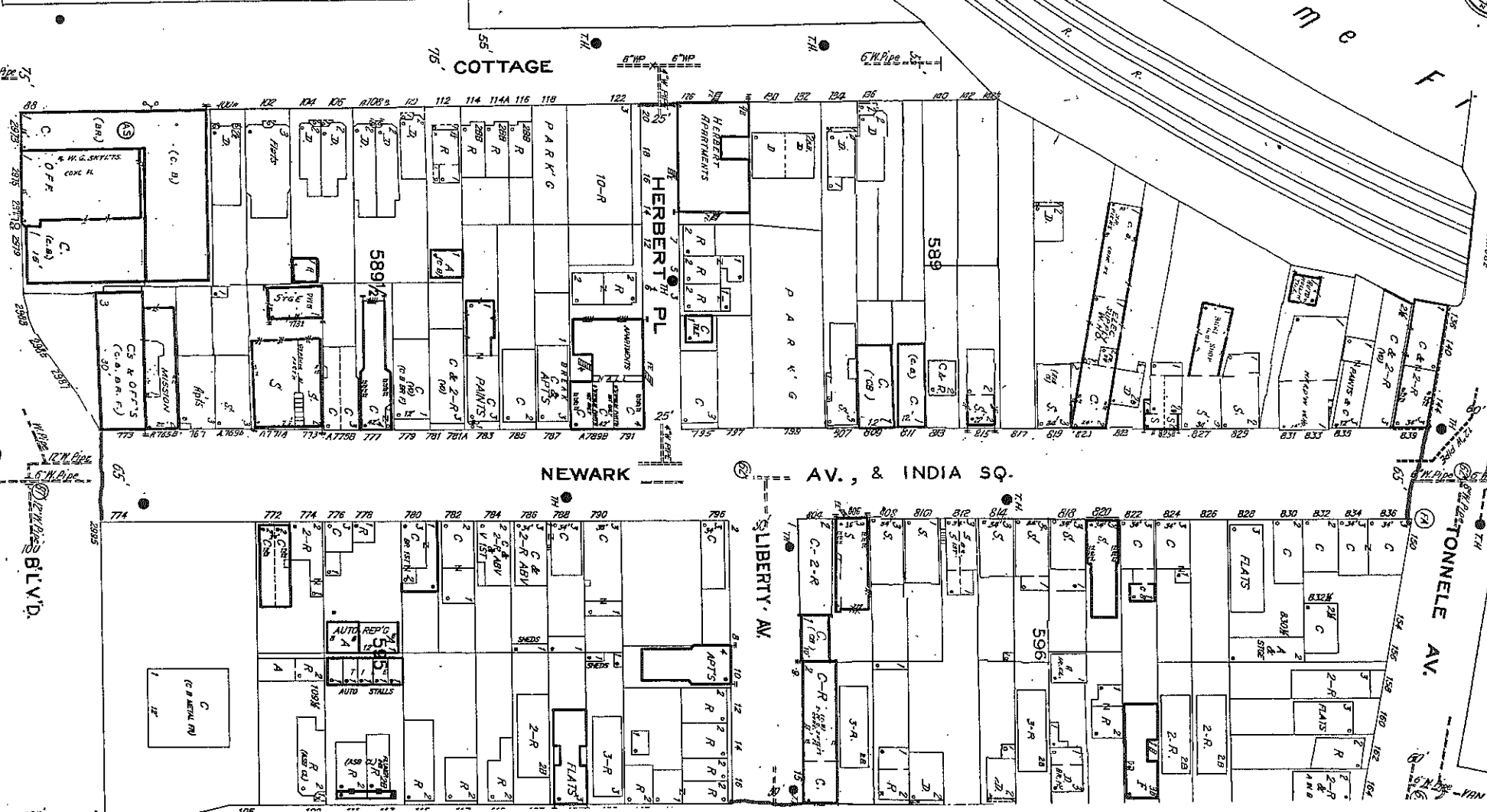
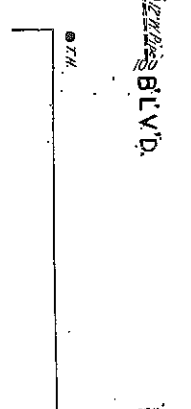
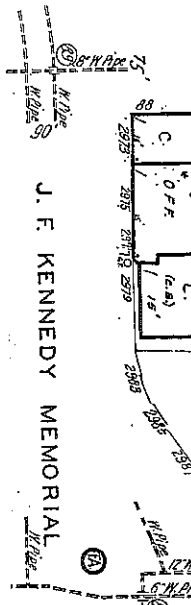
NEWARK

AV., & INDIA SQ.

LIBERTY AV.

TONNELE AV.

J. F. KENNEDY MEMORIAL





Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@jcnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION Signature Page



Christine Goodman
Director

EVENT NAME: GOVINDA SANSKAR NAVRATRI 2018 **EVENT DATE:** MULTIPLE DATES

EVENT LOCATION: SEE ATTACHED

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: Cultural Affairs Event Planner
C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: H. C. Fulop
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/15/2018

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

Approved Coordinate On-Duty Personnel Signature of Police Chief: Captain Michael Gajewski
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/15/2018

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

Acknowledged Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

Approved No Cooking / Open Flame Signature of Fire Official: Dennis Miller
 NOT Approved Additional Permits/Inspector Required Comments: ONE INSPECTOR NEEDED (110411013) Date: 6/18/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

Approved Coordinate On-Duty Personnel Signature of Police Director: Bill O'Donnell
 NOT Approved Coordinate Off-Duty Personnel Comments: Council approval for event Date: 6/18/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

Acknowledged Pending Council Approval Signature of Traffic Engineer: Monte Baker
 Not Applicable Need Completed Signature Page Comments: _____ Date: 6/18/2018

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

No Food will be Sold Vendor List Required Signature of Health Officer: _____
 Food will be Sold Health Inspector Required Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

Stage Request: Approved Signature of Stage Coordinator: _____
 Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

Approved Requiring additional form Signature of DPW Director: _____
 NOT Approved Additional fee will apply Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

COI is Approved Waiver request is Approved Signature of Risk Manager: _____
 COI is NOT Approved Waiver request is NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE

Approved Date: _____ Signature of Division of Commerce Director: _____

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

City Clerk File No. Res. 18-685

Agenda No. 10.Z.11

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, HERBERT PLACE; LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE AND NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE BEGINNING 7:00 P.M. AND ENDING 11:00 P.M., TUESDAY, NOVEMBER 6, 2018 FOR THE PURPOSE OF THE GOVINDA SANSKAR DIWALI 2018

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Govinda Sankar Center to close Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 7:00 p.m. and ending 11:00 p.m. on Tuesday, November 6, 2018 for the purpose of the Govinda Sankar Diwali 2018; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and Chapter 122, Section 122-2 be waived; and

WHEREAS, the request to close Herbert Place; Liberty Avenue and Newark Avenue does not meet the requirements set forth in Section 296-71 as the street closing exceeds one City block; 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 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 7:00 p.m. and ending 11:00 p.m. on Tuesday, November 6, 2018

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

AV: pcl
(06.15.18)

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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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RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, HERBERT PLACE; LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE AND NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE BEGINNING 7:00 P.M. AND ENDING 11:00 P.M., TUESDAY, NOVEMBER 6, 2018 FOR THE PURPOSE OF THE GOVINDA SANSKAR DIWALI 2018

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Raju Patel on behalf of the Govinda Sanskar Center 813 Newark Avenue JCNJ 07306 201.659.7600	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@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; LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE AND NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE BEGINNING 7:00 P.M. AND ENDING 11:00 P.M., TUESDAY, NOVEMBER 6, 2018

FOR THE PURPOSE OF THE GOVINDA SANSKAR DIWALI 2018

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.



Director of Traffic & Transportation

6/21/18

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Herbert Pl
Liberty Av, Newark Av to Van Winkle Av
Newark Av, Kennedy Blvd to Tonnele Av

BEGINS/ENDS: 7PM-11PM Tuesday, November 6, 2018

TITLE OF EVENT: Govinda Sanskar Diwali 2018

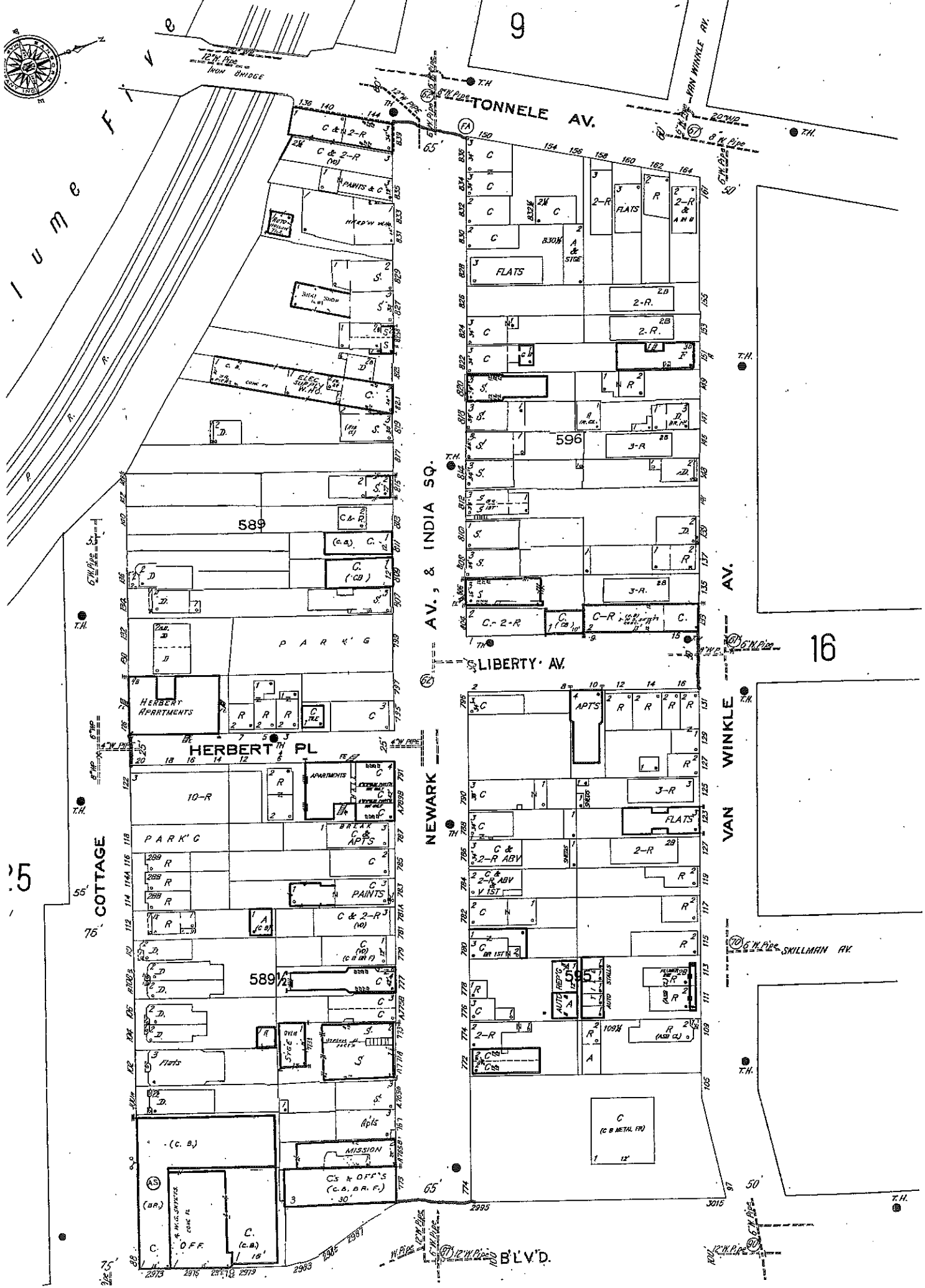
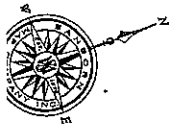
APPLICANT: Raj Patel

ORGANIZATION: Govinda Sanskar Center

ADDRESS: 813 Newark Av, Jersey City NJ 07306

PHONE #: 201-659-7600

BEING WAIVED: More than 1 block closed @ a time



25

16

COTTAGE

76'

75'

AV. & INDIA SQ.

NEWARK

LIBERTY AV.

VAN WINKLE AV.

SKILLMAN AV.

BLVD.

TONNELE AV.

HERBERT PL

HERBERT APARTMENTS

PARK'G

589

(C.B.)

OFF.

(C.B.)

R R R

PARK'G

589

(C.B.)

OFF.

(C.B.)

APARTMENTS

PARK'G

589

(C.B.)

OFF.

(C.B.)

APARTMENTS

PARK'G

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(C.B.)

OFF.

(C.B.)

APARTMENTS

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APARTMENTS

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(C.B.)

OFF.

(C.B.)

APARTMENTS

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(C.B.)

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(C.B.)

APARTMENTS

PARK'G

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(C.B.)

OFF.

(C.B.)

APARTMENTS

PARK'G

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(C.B.)

OFF.

(C.B.)

APARTMENTS

PARK'G

589

(C.B.)

OFF.

(C.B.)

APARTMENTS

PARK'G

589

(C.B.)

OFF.

(C.B.)



Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY
SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: GOVINDA SANSKAR DIWALI 2018 **EVENT DATE:** NOV 6 2018

EVENT LOCATION: SEE ATTACHED

OFFICE OF CULTURAL AFFAIRS REVIEWER Initials of CA Reviewer: *Cultural Affairs Event Planner*
DocuSigned by: C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: *H. C. Felix*
 NOT Approved Coordinate Off-Duty Personnel Comments: Coordinate with of Police Office Date: 6/6/2018
DocuSigned by: 81088999C2C8A77

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER
 Approved Coordinate On-Duty Personnel Signature of District Commander: _____
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF
 Approved Coordinate On-Duty Personnel Signature of Police Chief: *Captain Michael Gajewski*
 NOT Approved Coordinate Off-Duty Personnel Comments: _____ Date: 6/7/2018
DocuSigned by: 81088999C2C8A77

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR
 Acknowledged Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT
 Approved No Cooking / Open Flame Signature of Fire Official: *Dennis Miller*
 NOT Approved Additional Permits/Inspector Required Comments: submit safety plan for operation of disp Date: 6/8/2018
DocuSigned by: 602F43804E61E1E1E1E1E1E1E1E1E1E1

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR
 Approved Coordinate On-Duty Personnel Signature of Police Director: *Bill O'Donnell*
 NOT Approved Coordinate Off-Duty Personnel Comments: Meeting with Police Date: 6/11/2018
DocuSigned by: 602F43804E61E1E1E1E1E1E1E1E1E1E1

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC
 Acknowledged Pending Council Approval Signature of Traffic Engineer: *Monte Zucker*
 Not Applicable Need Completed Signature Page Comments: _____ Date: 6/12/2018
DocuSigned by: AF1B7F1CEA13494

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES
 No Food will be Sold Vendor List Required Signature of Health Officer: *Dr. Bastola*
 Food will be Sold Health Inspector Required Comments: _____ Date: 6/13/2018
DocuSigned by: 4EC219C0456C455

JERSEY CITY DEPARTMENT OF RECREATION
 Stage Request: Approved Signature of Stage Coordinator: _____
 Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE
 Approved Requiring additional form Signature of DPW Director: *Patrick Stamato*
 NOT Approved Additional fee will apply Comments: _____ Date: 6/14/2018
DocuSigned by: 65EAADA113EE404

JERSEY CITY DIVISION OF RISK MANAGEMENT
 COI is Approved Waiver request is Approved Signature of Risk Manager: _____
 COI is NOT Approved Waiver request is NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE
 Approved Date: _____ Signature of Division of Commerce Director: _____

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

City Clerk File No. Res. 18-686

Agenda No. 10.Z.12

Approved: JUL 18 2018



TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF REVISED GREEN ACRES PROJECT AGREEMENT WITH THE STATE OF NEW JERSEY GREEN ACRES PROGRAM FOR BERRY LANE PARK ACQUISITION**

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the City of Jersey City (City) previously obtained a loan of \$130,000 and a grant of \$1,870,000 from the State to fund the following project: **Berry Lane Park Acquisition, Project No. 0906-02-032** (Project); and

WHEREAS, the State intends to increase the Green Acres grant funding for this Project by an additional **\$1,000,000**; and

WHEREAS, the City agrees to use the State's funds in accordance with its rules, regulations and applicable statutes, and agrees to enter into a Revised Green Acres Project Agreement with the State for the above-named Project;

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

- (a) the Mayor of the City of Jersey City is hereby authorized to execute the Revised Green Acres Project Agreement attached hereto with the State known as **Berry Lane Park Acquisition, Project No. 0906-02-032**, for an additional grant amount of **\$1,000,000**; and
- (b) the City has its matching share of the project, if a match is required; and
- (c) in the event the State's funds are less than the total project cost specified above, the City has the balance of funding necessary to complete the project; and
- (d) the City agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
- (e) this resolution shall take effect immediately.

APPROVED: *Donna Mann* CTO

APPROVED AS TO LEGAL FORM BR
2018

APPROVED: *Julie Connors*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 EXECUTION OF A REVISED GREEN ACRES PROJECT AGREEMENT WITH THE STATE OF NEW JERSEY GREEN ACRES PROGRAM FOR BERRY LANE PARK ACQUISITION

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	(201)547-5042	dommam@jcnj.org

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

Resolution Purpose

To authorize the execution of a Revised Green Acres Project Agreement with the State of New Jersey, DEP, in the amount of \$1,000,000 to fund **Berry Lane Park Acquisition, Project No. 0906-02-032.**

I certify that all the facts presented herein are accurate.

Donna Mauer
Signature of Department Director

7/6/18
Date

Prepared By: _____
Cathy Elliott-Shaw

Green Acres Program
Department of Environmental Protection
(609) 984-0570

GREEN ACRES PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

JERSEY CITY

HUDSON COUNTY

(Supersedes Green Acres Project Agreement dated May 16, 2008 and all subsequent Agreements and Amendments through September 20, 2017)

_____ Green Acres Copy
_____ Local Government Unit Copy

File No. 0906-02-032
Dated: _____

4/11/2016

THE STATE OF NEW JERSEY
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

GREEN ACRES PROJECT AGREEMENT

BETWEEN City of Jersey City, Hudson County, having offices at 280 Grove Street, Jersey City, NJ 07302, hereinafter "Local Government Unit", and

The State of New Jersey by the Department of Environmental Protection, Green Acres Program, Mail Code 501-01, P. O. Box 420, Trenton, New Jersey 08625-0420, hereinafter "State" (collectively the "Parties"),

WITNESSETH:

WHEREAS, the Local Government Unit has submitted an application to the State for financial assistance under the Green Acres Program; and

WHEREAS, the State has reviewed said application and has found it to be in conformance with the scope and intent of the Green Acres Program and has approved Local Government Unit's request and awarded funding ("Green Acres Funds"); and

WHEREAS, the Parties wish to execute this Green Acres Project Agreement ("Project Agreement") to govern the Local Government Unit's use of Green Acres Funds; and

WHEREAS, the Local Government Unit has agreed to utilize the Green Acres Funds and to hold and use the premises hereinafter described in accordance with the Green Acres Laws; and

WHEREAS, the Local Government Unit has previously entered into a Green Acres Project Agreement awarding Green Acres Funds, dated May 15, 2008 that was subsequently amended on September 20, 2017, for a total Project Cost of \$2,493,333; and

WHEREAS, the State has not fully disbursed all previously awarded Green Acres Funds governed under the prior Green Acres Project Agreement; and

WHEREAS, the Parties seek to update the terms of the prior Green Acres Project Agreement and intend that this Project Agreement shall supersede and replace the prior Green Acres Project Agreements between the State and the Local Government Unit and that the Local Government Unit's use of all Green Acres Funds shall be governed exclusively and bound by this Project Agreement; and

NOW, THEREFORE, in consideration of the principles, assurances and premises contained herein, the Parties agree to perform in accordance with the provisions, terms and conditions set forth in this Project Agreement.

APPROVED PROJECT DESCRIPTION

LOCAL GOVERNMENT UNIT: City of Jersey City
PROJECT NUMBER: 0906-02-032
TYPE OF PROJECT: X Acquisition Development
PROJECT TITLE: Berry Lane Acquisition

APPROVED PROJECT SCOPE:

Acquisition of parcels comprising Berry Lane Park

Already acquired City: Formerly Block 2040, Lots B1, E2, E, C16, C18, G1, K, H, J1, D2, D3, and S; now Block 18901, Lot 18 and Block 17301, Lot 10

To be acquired by City: Formerly Block 2010, Lots C17 and C18; now Block 18901, Lots 23 and 29

PROJECT LOCATION (a lot and block description of the premises to be acquired or developed):

Parcels bordered by Garfield Ave, Communipaw Ave., Woodward Street, and the railroad tracks to the south; also, the former Morris Canal north of Communipaw Ave.

ALLOCATION OF PROJECT COST:

Funds directly from Local Government Unit	\$826,667	
LOCAL SHARE		\$826,667
State Loan (Disbursed in 2009 and in repayment)	\$130,000	
State Grant	\$2,870,000	
STATE SHARE		\$3,000,000
OTHER SHARE		\$0
ESTIMATED TOTAL COST FOR APPROVED PROJECT		\$3,826,267

State Funds Governed under this Project Agreement:

		Grant:	Loan:
Previous Project Agreement and Amendments:			
P.L. 2003 C.84	75% matching grant	\$870,000	\$130,000
P.L. 2009 C. 98	75% matching grant	\$1,000,000	
Current Project Agreement:			
P.L. 2017 C. 146	75% matching grant	\$1,000,000	\$0
	Total:	\$2,870,000	\$130,000

GENERAL PROVISIONS

1. GREEN ACRES LAWS INCORPORATED BY REFERENCE

The Local Government Unit shall only use Green Acres Funds under this Project Agreement in accordance with all Green Acres Bond Acts (P.L. 1961, c.46; P.L. 1971, c.165; P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; P.L. 1995, c.204; P.L. 2007, c. 119; P.L. 2009, c. 117; and any State general obligation bond act that may be later approved for the purpose of providing funding for the acquisition or development of lands for recreation and conservation purposes); the Green Acres statutes (N.J.S.A. 13:8A-1 et seq., 13:8A-19 et seq., and 13:8A-35 et seq.); the Garden State Preservation Trust Act (P.L. 1999, c.152, codified at N.J.S.A. 13:8C-1 et seq.); the Green Acres rules (N.J.A.C. 7:36-1 et seq.) and any other law, statute, rule, regulation or ordinance governing the use of funding provided by or property acquired or developed in connection with the Green Acres Program (collectively the "Green Acres Laws").

The Green Acres Laws are hereby incorporated by reference into this Project Agreement, as if set forth fully herein, and are binding upon the Local Government Unit. The Local Government Unit expressly agrees to comply with all Green Acres Laws. The Local Government Unit's failure to comply with the Green Acres Laws shall be a material breach of this Project Agreement and the State shall have all remedies available to it under this Project Agreement or any applicable law.

2. PROJECT ADMINISTRATION

- a) In performing its responsibilities under this Project Agreement, the Local Government Unit and any contractor, subcontractor or other entity it might employ (collectively "subcontractors") shall comply with all local, state, and federal laws, rules, and regulations applicable to this Project Agreement, including but not limited to those listed below. The provisions of any such law, rule or regulation are hereby incorporated by reference as if set forth fully herein.

The Local Government Unit shall immediately advise the State if it determines that it has, at any time, discovered any information that it or any of its employees or subcontractors is in violation of any of the laws, rules or regulations applicable to this Project Agreement. Any such violation shall constitute a material breach of this Project Agreement and the State shall have all remedies available to it under this Project Agreement or any applicable law.

The Local Government Unit shall be responsible for compliance with the terms, conditions and requirements of this Project Agreement by itself and its subcontractors. The Local Government Unit shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties that may arise under or as a result of the subcontract.

- b) The Local Government Unit agrees to provide all funds in excess of the State share necessary for completion of the Approved Project and to complete the Approved Project in accordance with this Project Agreement.
- c) The Local Government Unit shall submit all development plans to the State for review and approval prior to advertisement for bids.
- d) The Local Government Unit shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. The Local Government Unit shall bear the primary responsibility for the prevention, detection and cooperation in the prosecution of any such conduct. The Local Government Unit shall pursue available judicial and administrative remedies, and take appropriate remedial

action with respect to any allegations or evidence of such illegality or corrupt practices. The Local Government Unit shall notify the State immediately after such allegation or evidence comes to its attention, and shall periodically advise the State of the status and ultimate disposition of any such matter.

- e) The Local Government Unit shall award all project contracts in accordance with any applicable federal, state and local statutes, rules and/or ordinances, including but not limited to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:34-1 et seq.
- f) Where applicable, the Local Government Unit and its subcontractors shall comply with the provisions of the Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, et seq., and the Buy American Act, N.J.S.A. 52:32-1, et seq. and N.J.S.A. 52:33-1, et seq. and the terms of each are incorporated by reference herein. The Local Government Unit warrants that neither it nor any of its subcontractors are suspended, debarred or otherwise on record in the Office of the Commissioner or Department of Labor or other department for failure to comply with any of the above-referenced laws. The Local Government Unit shall insert in every construction contract for work on the approved project a clause stating that the subcontractor may be debarred, suspended or disqualified from contracting with the State if the subcontractor violated any of the above-referenced statutes.
- g) The Local Government Unit and its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4); the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and the rules and regulations promulgated pursuant thereto.
- h) The Local Government Unit and its subcontractors shall comply with the provisions of N.J.S.A. 52:32-4 et seq., and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.A.C. 5:23-7.1 et seq., regarding facilities for the handicapped.
- i) The Local Government Unit shall construct a sign designed to State specifications, which shall be erected and maintained by the Local Government Unit during construction of the Approved Project. Upon completion of the Approved Project, the State will provide a permanent sign, which shall be erected and maintained by Local Government Unit in a publicly visible location at the Approved Project site.
- j) The Local Government Unit shall maintain and preserve all lands and improvements described herein or any other property subject to Green Acres Laws and provide such police protection as may be required.
- k) The Local Government Unit warrants that neither it nor its subcontractors will engage in any conduct that is or could be considered a conflict of interest under the act codified at N.J.S.A. 52:13D-12 et seq., the New Jersey Conflicts of Interest Law, and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law. The Local Government Unit further warrants that no person or selling agency has been employed or retained to solicit or secure this Project Agreement in violation of N.J.S.A. 52:34-15 and that neither it, nor its subcontractors has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19.
- l) The Local Government Unit warrants that it and its subcontractors will obtain and maintain, during the term of this Project Agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this Project Agreement. The Local Government Unit shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this Project Agreement.

- m) For an acquisition project, within six months of acquiring the project site, the Local Government Unit shall inspect the project site for the presence of structures that are or may be historic properties. An "historic property" means any area, building, facility, property, site, or structure approved for inclusion, or that meets the criteria for inclusion, in the New Jersey Register of Historic Places pursuant to N.J.S.A. 13:1B-15.128 et seq. Within 60 days of such inspection, the Local Government Unit must provide written documentation pursuant to N.J.A.C. 7:36-4.4(b).
- n) The Local Government Unit shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.
- o) The Local Government Unit and its subcontractors shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- p) If any subcontractor utilized under this Project Agreement is a business organization, as defined by N.J.S.A. 52:32-44, the Local Government Unit shall, upon request, provide to the State, on behalf of any subcontractor, a business registration certificate issued by the Division of Revenue in the Department of the Treasury or such other form of verification or proof of registration as may be approved by the Division that the subcontractor is registered with the Department of the Treasury. Where necessary, the Local Government Unit shall not retain a subcontractor before valid proof of business registration is provided. Any subcontractor utilized under this contract, and each of their affiliates, as defined by N.J.S.A. 52:32-44, shall for the term of this Project Agreement collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
- q) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is not identified on the Department of the Treasury's list of persons or entities engaging in investment activities in Iran as described in N.J.S.A. 52:32-55, et seq.
- r) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is in full compliance with the McBride Principles, N.J.S.A. 52:34-12.2.
- s) Pursuant to N.J.S.A. 52:34-13.2, all services performed under the Project Agreement or any subcontract awarded under the Project Agreement shall be performed within the United States.
- t) The Local Government Unit warrants that it and its subcontractors are and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.

3. DISBURSEMENTS

The Local Government Unit shall only make disbursements of Green Acres Funds for costs allowable under the Green Acres Laws ("Allowable Costs").

- a) Allowable Costs for acquisition projects may include real estate appraisals, preliminary assessments, land surveys, relocation payments, eligible land cost, building demolition costs, and such incidental costs as provided for under N.J.A.C. 7:36-4.10.
- b) Allowable Costs for development projects may include preliminary planning and engineering; engineering plans and specifications; supervision and inspection; construction costs; permit fees; equipment required to

make a facility operational; incidental costs as provided for under N.J.A.C. 7:36-10.6, such as legal and advertising fees; and ancillary improvements as further described in the Approved Project Scope.

- c) State funds may be disbursed to the Local Government Unit in amounts required to pay for incurred or anticipated Allowable Costs. The Local Government Unit shall provide documentation satisfactory to the State certifying that the Allowable Costs have or will be incurred.
- d) In those instances where Green Acres Program funding is greater than the actual Allowable Costs incurred by the Local Government Unit, the State may reduce the amount of Green Acres Funds awarded to reflect actual expenditures.

4. FINANCIAL RECORDS AND AUDITING REQUIREMENTS

- a) All financial records of the Local Government Unit and its subcontractors shall conform to generally accepted accounting principles.
- b) The Local Government Unit shall maintain separate records for each project, including the amount, receipt, and disposition of all funding received for the project, including Green Acres loans and matching grants, and contributions, gifts, or donations from any other sources.
- c) The Local Government Unit and its subcontractors shall provide State personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Project Agreement and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for seven years after the later of either final payment or audit resolution. The Local Government Unit shall cite this provision in all project-related contracts.
- d) The Local Government Unit shall conduct annual audits in conformance with the Single Audit Act, Federal OMB Circular A-133: "Audits of States, Local Governments, and Non-Profit Organizations", and State OMB Circular 04-04-OMB: "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid".
- e) The Local Government Unit's account or final payment will be adjusted, if necessary, upon the State's review of the annual audit reports.
- f) The Local Government Unit shall retain financial records, supporting documents, statistical records, and all other records in the Local Government Unit's financial management system or otherwise pertinent to this Project Agreement: (1) for a period of seven (7) years from the end of the Project Period, or (2) for such longer period as any applicable State or federal statute may require, with the following qualifications: (i) If any litigation, claim, or audit is started before the end of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved; and (ii) Records for nonexpendable property acquired with Green Acres Funds shall be retained for seven (7) years after its final disposition.

The State may request transfer of certain records to its custody from the Local Government Unit when it determines that the records possess long-term retention value and will make arrangements with the Local Government Unit to retain any records that are continuously needed for joint use.

- g) The Local Government Unit's failure to maintain adequate records under this section shall be a material breach of this Project Agreement.

5. LAND USE RESTRICTIONS

- a) A Local Government Unit that receives Green Acres funding shall not convey, dispose of, or divert to a use for other than recreation and conservation purposes any lands held by the Local Government Unit for those purposes at the time of receipt of Green Acres funding unless the Local Government Unit obtains prior approval from the Commissioner and the State House Commission. (See N.J.A.C. 7:36-26; N.J.S.A. 13:8A-47(b); and N.J.S.A. 52:20-1.)

For a development project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:

1. The date of the letter from the Department notifying the Local Government Unit of the amount of the Green Acres Funds; or
 2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or N.J.A.C. 7:36-12.3.
- b) The Local Government Unit agrees to execute and record a separate Declaration, which shall inventory and encumber all lands that it holds for recreation and conservation purposes. Such Declaration shall be prepared by the Local Government Unit on forms provided by the Green Acres Program, and shall incorporate by reference this Project Agreement, the Green Acres Laws, and N.J.S.A. 13:8A-1 et seq., and shall contain all other information required by the Green Acres Program. It is to be recorded for the purpose of providing constructive notice of pertinent land use restrictions. Omission of lands from this instrument or the failure of the instrument to provide actual or constructive notice shall not in any way relieve affected lands from such use restrictions.
- c) For each parcel of land in which any interest is acquired under this Project Agreement, the Local Government Unit shall record a deed containing the following clause:

"The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36-1 et seq., as may be amended and supplemented, and the grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes."

6. INDEMNIFICATION

The Local Government Unit assumes all risk and responsibility for, and hereby agrees to indemnify, defend and save harmless the State of New Jersey, and its agents, officials, and employees from and against any and all damages, claims, demands, liability, judgments, losses, expenses, or costs arising or claimed to arise from, or in connection with this Project Agreement, the project, the ownership of the project site, or resulting from acts or omissions of the Local Government Unit, its employees, agents, contractors or subcontractors. The Local Government Unit shall also, at its own expense, appear, defend and pay all reasonable charges for attorney's fees and all reasonable costs and other expenses arising from and incurred in connection with such claims. The Local Government Unit shall immediately notify the State of any damage or claim for which it or the State might be liable pursuant to this Project Agreement. The Local Government Unit's liability shall be limited to acts or occurrences arising during its period of ownership or other rights in the property. However, its duty to indemnify for such acts and omissions shall continue after the termination or expiration of this Project Agreement, and shall survive transfer of title.

This duty to indemnify shall continue in full force and effect after the termination or expiration of this Project Agreement.

The Local Government Unit shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the approved project, a requirement that the subcontractors provide the State with indemnification protection at least as broad as set forth in this section.

7. REMEDIES

- a) In addition to any other rights or remedies available to the State under law, if the Local Government Unit does not comply with any of the requirements of this Project Agreement, the Green Acres Laws, or any other applicable law, rule or regulation or if the Local Government Unit makes any material misrepresentation in the project application and/or the documentation submitted in support of the project application, the State may take any of the following actions as set forth in N.J.A.C. 7:36-9.1 or N.J.A.C. 7:36-14.1:
1. Issue a written notice of noncompliance directing the Local Government Unit to take and complete corrective action within 30 days of receipt of the notice. If the Local Government Unit does not take corrective action, or if the corrective action taken is not adequate in the judgment of the State, then the State may take any of the actions described at 2 through 4 and (b) below;
 2. Withhold a matching grant or loan disbursement or portion thereof;
 3. Terminate the Project Agreement; and/or
 4. Demand immediate repayment of all Green Acres Funds that the Local Government Unit has received.
- (b) If the Local Government Unit fails to comply with any of the terms of the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the State may initiate suit for injunctive relief or to seek specific enforcement, without posting bond, it being acknowledged by the Parties that any actual or threatened failure to comply will cause irreparable harm to the State and that money damages will not provide an adequate remedy.
- (c) If the State incurs legal or other expenses, including its own personnel expenses, for the collection of payments due or in the enforcement or performance of any of the Local Government Unit's obligations under the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the Local Government Unit shall pay these expenses on demand by the State.
- (d) The Local Government Unit expressly agrees that the State is not required to mitigate any damages to the Local Government Unit resulting from the Local Government Unit's noncompliance with the terms of the Project Agreement or the Green Acres Laws.

8. TERMINATION

- a) The Local Government Unit may unilaterally rescind this Project Agreement at any time prior to the Local Government Unit's initial acceptance of the Green Acres Funds, whether partial or in full, under this Project Agreement. After accepting any payment, the Local Government Unit may not terminate, modify or rescind this Project Agreement without the express written approval of the State.

- b) The State may terminate this Project Agreement at any time if any representation or warranty made herein or in any certifications, reports, plans, financial statements or other information furnished by the Local Government Unit in connection with this Project Agreement shall prove to be false or misleading.

9. MODIFICATION OF PROJECT AGREEMENT

Modifications to the Approved Project Scope and/or Project Location, which do not increase the cost of the Approved Project and do not require additional legislative approval pursuant to N.J.S.A. 13:8C-23, may be made at the sole discretion of the Green Acres Program. Such modifications shall be requested in writing by the Local Government Unit's Chief Executive Officer, or designee, and must be approved in writing by the Green Acres Program. All approved Project Agreement modifications shall be attached to this Project Agreement.

All other modifications of this Project Agreement must be by formal written amendment executed by the Commissioner of the New Jersey Department of Environmental Protection or Commissioner's designee.

10. PROJECT PERIOD

The project period shall begin on the earliest of the following dates: (1) The date of the letter from the State notifying the Local Government Unit of the amount of the Green Acres Funds; (2) The date of the at-risk authorization provided by the Green Acres Program under N.J.A.C. 7:36-3 or N.J.A.C. 7:36-12.3; or (3) The date on which the Local Government Unit first incurred allowable project costs under N.J.A.C. 7:36-4.10 or N.J.A.C. 7:36-10.6; and shall terminate two years from the date this Project Agreement is executed by the last required signatory for the State (unless extended under N.J.A.C. 7:36-9.1(h) or N.J.A.C. 7:36-14.1(h)).

11. OPTIONAL PROVISIONS IMMEDIATELY FOLLOWING ATTACHED

- | | | |
|--|---|-----------------------------|
| Schedule A: Loan Terms and Conditions (Loan Projects Only) | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Schedule B: Special Conditions | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |

12. ATTACHMENT

- Exhibit 1: Declaration of Encumbrance

13. MISCELLANEOUS

- a) This Project Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the Parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- b) In the event any provision of this Project Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- c) In the event that any provision of this Project Agreement should be breached by the Local Government Unit and thereafter waived by the State, such waiver shall be limited to the particular breach so waived by the State and shall not be deemed to waive any other breach by the Local Government Unit.
- d) This Project Agreement shall not be assigned without the prior written consent of the State.
- e) This Project Agreement shall be construed and enforced under the laws of the State of New Jersey.
- f) In the event of litigation, the Local Government Unit waives whatever right it may have to trial by jury.
- g) Any affirmative obligation of the Local Government Unit shall survive this Project Agreement.
- h) By the signatures below, the Parties execute this Project Agreement and confirm that they are mutually bound and fully authorized and empowered to enter into and bind their organization to all obligations under this Project Agreement.
- i) Consistent with the Contractual Liability Act, N.J.S.A. 59:13-1 et seq., unless otherwise provided in this Project Agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Local Government Unit arising out of, or relating to, this Project Agreement or the breach of it will proceed as follows: (1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department; (2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- j) Captions and headings used in this Project Agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- k) This Project Agreement shall not create in any individual or entity the status of a third-party beneficiary and nothing in this Project Agreement shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Project Agreement are intended only to assist the Parties in determining and performing the obligations set forth herein and the Parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this Project Agreement, seek any remedy arising out of performance or failure to perform by one of the Parties, or bring any action for breach of this Project Agreement.

SCHEDULE A

Loan Terms and Conditions
(Loan Projects Only)

(3) Page(s)

Loan Terms and Conditions
(Loan Projects Only)

- a) Inclusion of these Loan Terms and Conditions into the Project Agreement evidence the obligation of the Local Government Unit to repay the loan made by the New Jersey Department of Environmental Protection, Green Acres Program to the Local Government Unit. By execution of the Project Agreement with these supplemental Loan Terms and Conditions, the Local Government Unit acknowledges itself indebted and for the value received hereby promises to pay to the order of the Treasurer, State of New Jersey, 727/G.S. Preservation, the principal sum of the loan together with interest on the unpaid principal balance thereof from the date hereof until the Local Government Unit's obligations with respect to the repayment of such sum shall be discharged.
- b) The General Provisions contained in the Project Agreement are hereby incorporated into and made part of these Loan Terms and Conditions. Without limitation and regardless of whether such provisions are contained elsewhere in these Loan Terms and Conditions or General Provisions, the applicable terms of loan repayment and accounting and recordkeeping requirements established in the Green Acres Program regulations, N.J.A.C. 7:36-1 et seq., are incorporated into and made part of these Loan Terms and Conditions.
- c) No State funds shall be disbursed to a Local Government Unit that has defaulted on any State loan. In order to facilitate full or partial payment of such defaulted loan obligations, the State may, at its discretion, make a loan payment where it simultaneously receives from the Local Government Unit an amount in repayment of said defaulted loan obligation at least equal to the loan payment. Nothing in this paragraph shall in any way limit any right or duty of the State to demand and collect, at any time, the total amounts due under any such defaulted loan obligation.
- d) Any disbursement of funds by a Local Government Unit not used in accordance with this Project Agreement shall constitute default of the loan agreement, and all outstanding principal and interest amounts shall become payable immediately to the State.
- e) The loan shall be repaid in semi-annual installments over a period not to exceed 30 years for acquisition projects and 20 years for development projects. The number of years shall be calculated from the date of the first disbursement to the date of final payment.
- f) Repayment of the principal amount by the Local Government Unit shall be made to the State on a date beginning nine months from the date of the final disbursement of the loan or one year from the date of the first disbursement, whichever comes first. Repayments shall be on a semi-annual basis and in amounts as detailed in the attached Loan Repayment Schedule. The State reserves the right to unilaterally adjust the loan repayment dates and/or amounts on the attached Schedule if the timetable for completion and/or the actual project costs and disbursements vary from the attached Schedule.
- g) Interest shall accrue at a rate of not more than two percent (2%) per annum on the amount of the loan(s) disbursed and outstanding from the date of disbursement to the date of final repayment of the principal amount. Interest accrued against each disbursement (from the date of disbursement to the three months following final disbursement as outlined in (f) above) shall be paid on the date of the three months following the final disbursement. Interest accrued on the amortization of the principal amount shall be paid in semi-annual installments on such dates as detailed in the attached Schedule.

h) Failure of the Local Government Unit to make any repayment within 30 days of the scheduled repayment shall cause the assessment of a late fee being due from the Local Government Unit and payable to the State as follows:

1. when payment is 30-59 days past due, five percent (5%) of the payment amount due;
2. when a payment is 60-89 days past due, ten percent (10%) of the payment amount due; and
3. when a payment is 90 or more days past due, fifteen percent (15%) of the payment amount due.

Failure of the Local Government Unit to make any repayment within 90 days of the scheduled repayment date shall constitute default of the Project Agreement, and all outstanding principal, interest and penalty amounts shall become payable immediately to the State.

For any defaulted loan, interest charges equal to the loan interest rate will begin to accrue from the date repayment was due on the amount of the principal outstanding and any interest charges thereon.

- i) The Local Government Unit may prepay the loan in whole or in part at any time without penalty. Partial repayment(s) shall be applied to the last maturing payment(s) due, shall be in one or more increments of the amount due on principal, and shall not extend or postpone the due date of any subsequent semi-annual installment or change the amount of such installments.
- j) The Local Government Unit shall charge and collect such rates, fees and taxes in sufficient amounts as shall be required to provide revenues in each calendar year, together with other available funds, for the payment of debt service on the loan.
- k) The Local Government Unit shall allocate a portion of its local budget in sufficient amounts to meet the annual debt service for the loan. These funds shall be deposited into a specific fund for the purpose of assuring repayment of the loan to the State.
- l) The Local Government Unit shall comply with the statutory requirements of Title 40A relative to the undertaking of this Project Agreement and Loan.

In accordance with N.J.S.A. 40A:2-1 et seq., the Local Government Unit shall timely and properly file a Supplemental Debt Statement with the Division of Local Government Services prior to the execution of this Project Agreement. In the event that approval of the Local Finance Board is necessary to exceed the statutory debt limitation as provided in N.J.S.A. 40A:2-6, the Local Government Unit shall obtain said approval prior to the execution of this Project Agreement. In the event said approval is not granted by the Local Finance Board, this Project Agreement shall be declared null and void. No loan funds will be disbursed to the Local Government Unit without the State's receipt of a Certification of Conformance by the Local Government Unit. This Certification shall be completed on a form that the State provides.

SCHEDULE B

Special Conditions

The Recreation and Open Space Inventory (ROSI) attached as part of the Declaration of Encumbrance is under review and revision by the Green Acres Program and the Local Government Unit. The Green Acres Program will not release any funding to the Local Government Unit for this project until the ROSI is accepted by the Green Acres Program.

() Page(s)

SIGNATURES

LOCAL GOVERNMENT UNIT ATTORNEY

**LOCAL GOVERNMENT UNIT CHIEF
EXECUTIVE OFFICER**

Reviewed and approved

on _____, 20

By: _____
(signature)

(signature)

(print name and title)

(print name)

Date: _____

ATTACH AUTHORIZING RESOLUTION

REVIEWED AND APPROVED AS TO FORM:

Gurbir S. Grewal
Attorney General of New Jersey

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

By: _____
J. A. Dengler
Deputy Attorney General

By: _____
Rich Boornazian, Assistant Commissioner
for Natural and Historic Resources

Date: _____

Exhibit 1

Declaration of Encumbrance

DECLARATION OF ENCUMBRANCE

CITY OF JERSEY CITY
Hudson County

TO

THE STATE OF NEW JERSEY
Department of Environmental Protection

Record and return to:

Department of Environmental Protection
Green Acres Program Mail Code 501-01
P. O. Box 420
Trenton, New Jersey 08625-0420

Attention: Cathy Elliott-Shaw

Prepared by: _____
Cathy Elliott-Shaw, Project Manager

11/28/2012

DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this _____ day of _____, 20____, by the City of Jersey City, Hudson County, ("Local Government Unit"), whose mailing address is 280 Grove Street, Jersey City, NJ 07302.

The Local Government Unit makes this Declaration in consideration of the State of New Jersey, Department of Environmental Protection, Green Acres Program's agreement to provide funding in connection with:

Berry Lane Acquisition
Project # 0906-02-032
As approved on August 1, 2002

The attached exhibit to this Declaration is labeled "Recreation and Open Space Inventory," comprising _____ pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local Government Unit represents and warrants (a) that all lands described in the exhibit attached to this Declaration are held by it for recreation and conservation purposes, and (b) in accordance with the Green Acres Laws, covenants, agrees, and declares that all lands described on the exhibit attached to this Declaration are subject to the covenants, restrictions, and conditions described in the Green Acres Laws, and further agrees that:

1. The Local Government Unit shall not dispose of or divert to a use for other than recreation and conservation purposes any lands described in the exhibit attached to this Declaration without the approval of the Commissioner and State House Commission.
2. Should lands held by the Local Government Unit for recreation or conservation purposes be, by mistake or inadvertence, omitted from the exhibit attached to this Declaration, such lands shall be subject to the terms and conditions of this Declaration to the same extent as though they had been included.

**LOCAL GOVERNMENT UNIT
UNIT ATTORNEY**

**LOCAL GOVERNMENT UNIT CHIEF
EXECUTIVE OFFICER**

Reviewed and approved

on _____, 20 _____ By: _____
(signature)

(signature) (print name and title)

(print name) Date: _____

STATE OF NEW JERSEY)
)
COUNTY OF HUDSON) ss

I CERTIFY that on _____, _____ personally came before me,
(date) (official designated above)
_____, and stated to my satisfaction that he / she is the individual who
(Clerk)
signed this Declaration and that he / she

- a. is authorized to execute this Declaration, and
- b. executed this Declaration as his/her own act, and as the act of the

_____ represented by him/her as
(Local Government Unit)

(official's title)

Clerk (signature)

(print name and title)

**EXHIBIT I TO DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

A Local Unit that receives a loan or grant from the State of New Jersey, Office of Green Acres shall not dispose of, or divert to a use for other than recreation and conservation purposes, any lands (1) acquired or developed with Green Acres or Federal Land and Water Conservation Fund assistance or (2) held by the Local Unit for recreation and conservation purposes at the "time of receipt of Green Acres funds" (the restricted lands) N.J.S.A. 13:8A-47. The primary purposes of this recreation and open space inventory (ROSI) are to document all restricted lands and to provide notice of the restrictions to title searchers.

Instructions

All restricted lands must be described on the completed ROSI by their block and lot identification numbers as shown on the current, official tax map and specify whether or not each parcel is funded or unfunded parkland. The Local Unit shall submit a tax map current as of the date of Green Acres application showing each parcel of parkland listed on the ROSI, with the approximate boundaries of each such parcel clearly marked in colored ink. Staff knowledgeable of the Local Unit's land use regulations and the uses of its land holdings must complete this ROSI. If only a portion of a current tax lot is to be restricted, the phrase *part of* or *portion of* shall be used on the ROSI. Deletion or omission of lands listed on previously submitted ROSI's is prohibited without prior written approval of the Office of Green Acres (See N.J.A.C. 7:36-20.3).

The completed ROSI must be duly executed and certified by the Local Unit's Chief Executive Officer and planning board chairperson (or equivalent). The page number and the total number of pages in the completed ROSI must be entered at the top right corner of each page.

All pages, including this Page 1 and the following Page 2, of the ROSI must be submitted.

Special Notes

Lands held by school boards, parking authorities, housing authorities, and similar public agencies without primary recreation or conservation responsibilities should not be inventoried unless they are also held for recreation and conservation purposes by the Local Unit.

If lands held by the Local Unit for recreation and conservation purposes are omitted from this ROSI by mistake, inadvertence, or otherwise, such lands shall be subject to the same terms and conditions, covenants, and restrictions as they would be if they were included. This ROSI, as completed and duly executed, shall be incorporated into, and be a part of, both (1) the Green Acres Project Agreement and (2) the Declaration of Encumbrance.

Recommendations

The Local Unit's planning board, and other boards or commissions, are encouraged to participate in the preparation and review of this ROSI. When preparing the ROSI, the listed parcels of parkland should be confirmed by reference to the tax maps that are required to be submitted as part of the Green Acres application (See N.J.A.C. 7:36-6.4(a)3ii or 12.4(a)4ii).

The Local Unit's governing body and planning board should designate, with appropriate descriptive labels, all lands listed on this ROSI in any revision or update of the following master plan elements: recreation plan, conservation plan, and land use plan.

The Local Unit's governing body should officially and permanently dedicate all lands held for recreation and conservation purposes. Failure to do so, however, shall have no effect on the validity of the Declaration.

Rev. 1/29/99

EXHIBIT I TO DECLARATION
RECREATION AND OPEN SPACE INVENTORY

Definitions

For the purposes of this ROSI, the following definitions shall apply whenever the quoted words, or a form of the word are used:

“Declaration” means the recordable, written instrument executed by the Local Unit, which declares that all of the Local Unit’s funded and unfunded parklands are subject to Green Acres restrictions.

“Development” means any improvement or physical alteration designed to expand or enhance the use of parkland for recreation and conservation purposes.

“Funded parkland” means parkland that a Local Unit has acquired or that a Local Unit has developed with Green Acres funding.

“Held” means owned, leased, or otherwise controlled by the Local Unit for recreation and conservation purposes.

“Lands” means real property, including improvements, rights-of-way, riparian and other rights, easements, privileges, and any other rights or interests in, relating to, or connected with real property.

“Local Unit” means a municipality or county, or other local political subdivision of this State, or any agency thereof whose primary purpose is to acquire, administer, protect, develop, and maintain lands for recreation and conservation purposes.

“Parkland” means land acquired, developed, and/or used for recreation and conservation purposes.

“Recreation and conservation purposes” means the use of lands for parks, natural areas, forests, camping, fishing, reservoirs, water reserves, wildlife preserves, hunting, boating, winter sports and similar uses for either public outdoor recreation or conservation of natural resources, or both, pursuant to the Green Acres Bond Acts. This term also includes the use of historic areas pursuant to P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204; and the use of historic buildings and structures pursuant to P.L. 1992, c.88 and P.L. 1995, c.204; and the use of ecological and biological study areas pursuant to P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204.

“ROSI” means the listing of all parcels of land held by a Local Unit for recreation and conservation purposes at the time of receipt of Green Acres funds, including a description sufficient to identify each such parcel.

“Time of receipt of Green Acres funds” means at all times beginning on the date of the letter from the Department under N.J.A.C. 7:36-6.7 or 12.5 notifying the Local Unit of the amount of the Green Acres funding award and ending on the date of receipt of the first transmittal of Green Acres funds.

“Unfunded parkland” means parkland, other than funded parkland, that is held by the Local Unit for recreation and conservation purposes at the time of receipt of Green Acres funds.

Legislative References

N.J.S.A. 13:8A-1 et seq.; N.J.S.A. 13:8A-19 et seq.; N.J.S.A. 8:A-35 et seq. (as amended and supplemented); N.J.A.C. 7:36-1 et seq.; 16 U.S.C. 460 s.1 et seq.

EXHIBIT 1 TO DECLARATION
RECREATION AND OPEN SPACE INVENTORY

Local Unit: City of Jersey City County: Hudson

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named _____ and is dated 6-17-2009 Ord. No. 09-046

Developed and Partially Developed Lands Held for Recreation and Conservation Purposes

Key	Municipal Location	Name	Block	Lot	Acres	Funded/ Unfunded
1.	York St. & Exchange Place	York St. Park (portion HRWW)	8	Portion	0.5	
2.	Hudson River	J. Own Grundy Park (aka Exchange Place Park)	8	6 portion	0.39	Yes
3.	226 Washington St. 236 Washington St. 93-99 Grand Street 92-98 Grand Street	Paulus Hook Park	68 69 100 101	1 50 D M	0.92	Yes
4.	280 Grove Street	City Hall Park	201	CH portion	.48	No
5.	111 Newark Avenue	Fitzgerald Holota park (aka) Grove Street Park	204	1	.14	
6.	17 Laurel Ct.	Laurel Ct. Park (aka Philippine Plaza)	208	65	.05	No
7.	450 Manila Avenue	Roberto Clemente Park	213	A	1.84	
8.	268 Erie Street 270 Erie Street 272 Erie Street 274 Erie Street 276 Erie Street 278 Erie Street 215 16 th Street 213 16 th Street	Sixteenth Street Park	258	19 20 21 22 23 24 25 26	.46	No
9.	257 - 287 Montgomery Street	Van Vorst Park	270.5	5	1.84	
Subtotal of Acres on this page					6.62	

Continuation of Developed and Partially Developed Lands Held for Recreation and Conservation Purposes

Key	Municipal Location	Name	Block	lot	Acres	Funded/ Unfunded
10.	84 Wayne Street 86 Wayne Street 88 Wayne Street 90 Wayne Street	Angle Ramos Park (Formerly Wayne Street Park)	273	22 23 24 25	.23	Yes
11.	25 W. Hamilton Place	Hamilton Park	283.1	PK	5.57	Yes
12.	366 Grand Street 364 Grand Street 362 Grand Street 360 Grand Street	Alexander F. Santora Path (formerly Meluso Park)	303	A.1 A.2 A.3 A.4	.15	No
13.	174 Brunswick Street		389	19	.0565	
14.	176 Brunswick Street		389	20	.0459	
15.	388 1 st Street 386 1 st Street 384 1 st Street	First Street Park	410	25 26 27	.12	No
16.	237 Brunswick Street	Roberto Clemente Sports Complex	418	A.PL	6.43	No
	8 th Street	Enos Jones Park	418	PL.F		
	376 8 th Street	Includes Oakley Oval	418	9		
	378-380 8 th Street	Includes Ed Franco Field	418	10		
	381 8 th Avenue	Includes John DeSalvo Playground	418	12.A		
17.	Newark & Merseles	Mary Benson Park Complex	439	A	2.95	
	Merseles & 3 rd Street		439	PT.3		
18.	96 Palisades Avenue 90 Palisades Avenue	Sgt. Anthony Park	551	17 18	.58	
19	109-115 Ogden Avenue 105-107 Ogden Avenue	Janet Moore Park (formerly Cuneo Place Park)	722.B	3.99 7.A	.30	No
20.	285 Ogden Ave		768	54	.0342	
21.	Riverview Park	Riverview Fisk Park	768 769	VAR VAR	5.33	No
22.	Pershing Field	Pershing Field	835	N	13.45	Yes
Subtotal of Acres on this page					35.2466	

Continuation of Developed and Partially Developed Lands Held for Recreation and Conservation Purposes

Key	Municipal Location	Name	Block	Lot	Acres	Funded/ Unfunded
23	Hillside Road Terrace Avenue Hillside Road Terrace Avenue Terrace Avenue Hillside Road Terrace Avenue Terrace Avenue Terrace Avenue Terrace Avenue Hillside Road Terrace Avenue	Edward Crincoli, R.A., Park (formerly Terrace Avenue Park)	922	19	.45	No
24.	3305-65 Kennedy Boulevard	Leonard Gordon Park	935	30	5.81	Yes
25	30 Sycamore Road	Thomas McGovern Park (formerly Country Village Park, include College LL Field)	1253.7	A.1	2.5	Yes
26	259-265 Linden Avenue	Woodland Avenue Park	1267	105	.17	No
27.	179 West Side Avenue	Metro Field (includes C. Fricchione Playground)	1275.1	1	2.33	
28.	103-129 Bergen Avenue	Audubon Park (aka Maj. John Desmond Park)	1283.5	4	3.43	No
29.	Broadman Parkway	Lt. R.B. Grover Memorial Park	1300.A 1300.B	84.B 10.D	.39	No
30.	146 Wilkinson Avenue 152 Wilkinson Avenue 150 Wilkinson Avenue	Dr. Edith Bland Phillips Park (formerly Wilkinson Ave. Park)	1304 1305 1305	A.6 D.7 D.8	.30	No
31.	125 Martin Luther King Drive	Fulton Avenue Park	1337	6.B	.29	No
32.	90 Van Nostrand Avenue 92 Van Nostrand Avenue 102 Van Nostrand Avenue 104-106 Van Nostrand Avenue 108 Van Nostrand Avenue 110 Van Nostrand Avenue 93 Armstrong Avenue 91 Armstrong Avenue	Muhammad Ali Path	1342	15.DUP 16.A 21.DUP 22.A 24.A 25 43 44	.50	No
Subtotal of Acres on this page						16.17

Continuation of Developed and Partially Developed Lands Held for Recreation and Conservation Purposes

Key	Municipal Location	Name	Block	Lot	Acres	Funded/ Unfunded
33	66 Martin Luther King Drive 64 Martin Luther King Drive 66 Martin Luther King Drive	Vernater Watson Park (formerly Stevens Avenue Park)	1346	29.B 31.B 32.B	.24	No
34	13 Ludlow Street 9 Ludlow Street 7 Ludlow Street 5 Ludlow Street 3 Ludlow Street 1 Ludlow Street	Ralph Taylor Memorial Park	1360.75	A.1 A.3 A.4 A.5 A.6 A.7	.26	No
35	250 Old Bergen Road	Ferris Triangle park	1366.1	62.B	.23	No
36	1626-38 Kennedy Boulevard	Columbia Park (aka Greenville Memorial Park)	1374	WB	4.72	No
37	31 Old Bergen Road	Martiniak-Enright Park (aka Pamrapo Avenue Park)	1379	23A.PT 2E3.99	.21	No
38	480 Garfield Avenue Ft. of Richard Street	Bayside Park	1466	8	9.23	Yes
39	16 Wilkinson Avenue	Skinner Memorial Park	1485	3.99	.14	No
40.	Chapel Avenue & Caven Point Road	Caven Point Complex	1500	16	18.81	No
Property of the Jersey City Board of Education, Leased, managed and maintained by the City of Jersey City						
Key	Municipal Location	Name	Block	Lot	Acres	Funded/ Unfunded
41	2565 Kennedy Boulevard	Boyd McGulness Park	1825.1	C.1	.22	No
42	88A DeKalb Avenue 53-55 Stuyvesant Avenue 90-92 DeKalb Avenue 57 Stuyvesant Avenue 94 DeKalb Avenue	La Pointe Park	1839	37.C 38 39 40.A 41.A	.28	No
43	1020 West Side Avenue 901, 903 Pavonia Avenue 899 Pavonia Avenue Corbin Avenue West Side Avenue 1040 West Side Avenue West Side & Corbin Avenue	Pavonia Marion Park (Includes Pavonia Pool, Martucci LL Field, Marion Playground, and Gus DiSanto Ct.	1852 1853 1853	59 41 41	3.40	No
Subtotal of Acres on this page						37.74

Continuation of Developed and Partially Developed Lands Held for Recreation and Conservation Purposes

Key	Municipal Location	Name	Block	Lot	Acres	Funded/ Unfunded
44	848 Pavonia Avenue	Brett Trangle	1856.1	L	.02	
45	298 Academy Street	Apple Tree House	1871	34	.48	
46	8-9 Foye Place 722 Montgomery Street	McGinley Square Park	1896 1896.5	29 A	.30	No
47	531 Communipaw Avenue	Harmon Street pool	1941	17	.52	No
48	1025-1031 Garfield Avenue	Terry DeHere Park (aka Garfield Avenue Park)	1947	G.27	.40	No
49	785 Grand Street	Arlingotn Park (aka William Thorton Park)	1949	P	3.52	No
50	38 Madison Avenue	38 Madison Ave (formerly Madison Avenue Park)	1950	R	.91	No
51	36 Monticello Avenue	Monticello Avenue Park	1951	39	.16	No
52	566 Bramhall Avenue 568 Bramhall Avenue 514 Jackson Street	Izetta Hill-McDuffy Park (formerly Bramhall Park)	1952	40.A 41.A 41.B	.07	No
53	285 Arlington Avenue Minerva Street	Arthur Ashe Park (formerly Arlington/Minerva Park)	1969	97.A 98.A	.12	No
54	80 Virginia Avenue 78 Virginia Avenue 76 Virginia Avenue 74 Virginia Avenue	Virginia Avenue Park	1978	48 49 50 51	.23	No
55	124 Lafayette Street	Rev. Ercel F. Webb Park (aka Lafayette Park)	2066.1	PK	4.43	Yes
56	335, 333, 331, 329, 327, 325 Johnston Avenue 285 Pine Street 283 Pine Street 368, 370, 372, 382, 384, 386, 388, 390 Whiton Street	Dr. Lena Edwards Park	2074	34	.77	No
Subtotal of Acres on this page					11.93	

Continuation of Developed and Partially Developed Lands Held for Recreation and Conservation Purposes

Key	Municipal Location	Name	Block	Lot	Acres	Funded/ Unfunded
57	Inside Lot Gateway Park Complex Bright Street & Merseles Avenue Bright Street 40 Merseles Avenue 24 Merseles Avenue 17-31 Merseles Avenue 490-504 Grand Street	aka Bright Street Gateway Park includes Dick Seay Field	2134 2134.5 2137 2138 2139	F, 5-15, 17-24, Pl-25, 25.PT, 26-32 PL.2 PL.2 8 A3.PL	6.3	No
58	Lincoln Park West	Lincoln Park West	1702.1	1 Portion	8	Yes
Total of All Acres Developed					120.76	

EXHIBIT 1 TO DECLARATION

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Jersey City County: Hudson

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named _____ and is dated 6-17-2009

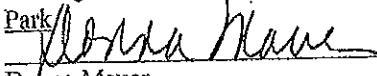
Wholly Undeveloped Lands Held for Recreation and Conservation Purposes

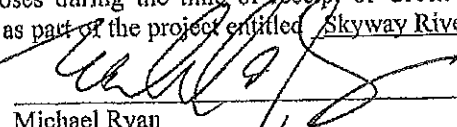
Key	Municipal Location	Name	Block	Lot	Acres	Funded/ Unfunded
A.	24-32 Hudson Street	Veteran Park	2	A	.34	
B.	New York Avenue	Tumulty Park	732	21.B	.49	
	New York Avenue		723	21.C		
C.	Hillside Road	Terrace Avenue	923	5.B	.09	
	Hillside Road		923	12.B		
D.	Hackensack R. & Clendenny	Hackensack River Greenway	1746.5	H2	33.88	
	Hackensack River		1751	12		
Subtotal of Wholly Undeveloped Lands this page					34.8	

Continuation of Wholly Undeveloped Lands Held for Recreation and Conservation Purposes

Key	Municipal Location	Name	Block	Lot	Acres	Funded/ Unfunded
E.	52 Summit Avenue	Summit Cornellison Park	1916	1	.50	
F.	113-116 Central Avenue	Reservoir 3	835	S portion	9	
G.	770-776 Ocean Avenue	Oak Street Park	1970	K.2 L.1 47.5 M.1	Survey to be provid ed	
H.	Berry Lane	Berry Lane	2040	A B.1 C.16 H G.1 E J.1 K	6.59	Yes
Total Acres of Wholly Undeveloped Lands						50.89
Total Acres of Developed Lands						120.76
Total Acres of all land and open space from all pages						171.65

CERTIFICATION: I HEREBY CERTIFY that this Exhibit 1 to Declaration, comprising 9 total pages, is a complete and accurate listing of all lands held by the Local Unit, as of this 14th day of February, 2011, for recreation and conservation purposes during the time of receipt of Green Acres funding. This ROSI is being submitted to Green Acres as part of the project entitled Skyway Riverfront Park


 Donna Mauer
 Chief Executive Officer of Local Unit
 Date: 2/13/2012


 Michael Ryan
 Planning Board Chairperson (or equivalent)
 Date: 2/13/2012

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

City Clerk File No. Res. 18-687

Agenda No. 10.Z.13

Approved: JUL 18 2018

TITLE:



RESOLUTION ACCEPTING GRANT FUNDS FOR THE CALENDAR YEAR 2018 CLEAN COMMUNITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

COUNCIL

offered and moved adoption

of the following resolution:

WHEREAS, the Clean Communities and Recycling Grant Act, P.L. 2002, c.128 has established a Clean Communities Program from which a grant is awarded to municipalities in order to encourage litter pickup and removal; and

WHEREAS, it is the intent and the spirit of the Clean Communities and Recycling Grant Act to use the Clean Communities grants to promote and encourage a clean and safe environment; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated Clean Communities regulations to implement the Clean Communities and Recycling Grant Act; and

WHEREAS, the City of Jersey City (City) desires to accept grant funds for purposes of litter cleanup and removal, education programs to promote clean communities, enforcement of local anti-littering laws and other programs; and

WHEREAS, a resolution accepting grant funds in the amount of \$371,385.00 for such Clean Communities grant will memorialize the commitment of the City to cleaning up the community and indicate the agreement of the City Council to the efforts undertaken by the City and the requirements outlined in the Clean Communities and Recycling Act and its regulations.

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

- 1) The City of Jersey City hereby accepts the grant funds of \$371,385.00 from the New Jersey Department of Environmental Protection for the Calendar Year 2018 Clean Communities Grant; and
- 2) The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

PGS/sb
June 29, 2018

APPROVED: *Selinda Bayman* APPROVED AS TO LEGAL FORM

APPROVED: *Max Corrado* Business Administrator *[Signature]* Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								7.18.18			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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 ACCEPTING GRANT FUNDS FOR THE CALENDAR YEAR 2018 CLEAN COMMUNITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Pat Stamato	Director
Phone/email	201-547-4440 551-697-4576	pstamato@icnj.org

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

Contract Purpose

The purpose of this resolution is to:

- ✦ The Clean Communities and Recycling Grant Act, P.L. 2002, c.128 has established a Clean Communities Program from which a grant is awarded to municipalities in order to encourage litter pickup and removal.
- ✦ It is the intent and the spirit of the Clean Communities and Recycling Grant Act to use the Clean Communities grants to promote and encourage a clean and safe environment.
- ✦ The New Jersey Department of Environmental Protection has promulgated Clean Communities regulations to implement the Clean Communities and Recycling Grant Act.
- ✦ The City of Jersey City (City) desires to accept grant funds for purposes of litter cleanup and removal, education programs to promote clean communities, enforcement of local anti-littering laws and other programs.
- ✦ The City of Jersey City hereby accepts the grant funds of \$371,385.00 from the New Jersey Department of Environmental Protection for the Calendar Year 2018 Clean Communities Grant.

Cost (Identify all sources and amounts)

Grant amount receiving =\$371,385.00

Contract term (include all proposed renewals)

Type of award

Grants Resolution

**If "Other Exception", enter type
Additional Information**

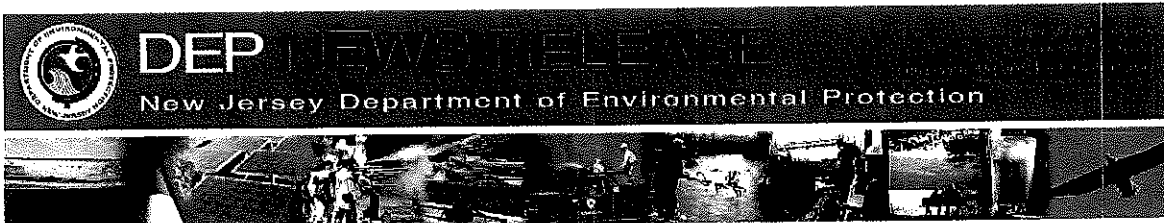
I certify that all the facts presented herein are accurate.

Signature of Department Director *Silviana Bayman*

Date *06/29/18*

Signature of Purchasing Director

Date



IMMEDIATE RELEASE
June 7, 2018

Contact: Lawrence Hajna (609) 984-1795
Caryn Shinske (609) 984-1795

DEP PROVIDES \$19.4 MILLION IN CLEAN COMMUNITIES GRANTS TO MUNICIPALITIES AND COUNTIES

(18/P47) TRENTON – The Department of Environmental Protection is awarding \$19.4 million in annual Clean Communities grants to assist municipalities and counties with litter cleanup activities and programs that beautify communities and enhance quality of life, Acting Commissioner Catherine R. McCabe announced today.

The DEP is awarding more than \$17.2 million to eligible municipalities and nearly \$2.2 million to the state's 21 counties.

"Litter is not only unsightly, it poses a significant threat to our environment because much of it – including plastics that do not degrade readily – is carried by stormwater runoff into our ecologically sensitive waterways and wetlands," Acting Commissioner McCabe said.



"Appropriately, some of the areas receiving the largest grants are our cities, where it is particularly important that we focus litter removal efforts."

The nonprofit New Jersey Clean Communities oversees reporting requirements for the program. Grants are funded by a legislated user-fee on manufacturers, wholesalers and distributors that produce litter-generating products. Disbursements to municipalities are based on the number of housing units and

miles of municipally owned roadways within each municipality.

"This funding is critical to our efforts to keep New Jersey clean," said Sandy Huber, Executive Director of New Jersey Clean Communities. "Municipalities and counties will use Clean Communities grant funding to pay for programs such as volunteer and paid cleanups, equipment purchases, enforcement activities and public education."

Municipalities receiving the largest grants are:

Newark (Essex County), \$401,583; Jersey City (Hudson County), \$371,385; Toms River (Ocean County), \$209,273; Paterson (Passaic County), \$179,928; Hamilton Township (Mercer County), \$177,004; Edison Township (Middlesex County), \$166,404; Elizabeth (Union County), \$164,999; Woodbridge Township (Middlesex County), \$163,272; Brick Township (Ocean County), \$158,713; Middletown (Monmouth County), \$143,055; Cherry Hill (Camden County), \$140,976; Trenton (Mercer County), \$132,574; Clifton (Passaic County), \$128,937; Vineland (Cumberland County), \$123,965; and Franklin Township (Somerset County), \$122,514.

Also, Berkeley Township (Ocean County), \$121,496; Vineland (Cumberland County), \$123,965; Camden (Camden County), \$118,240; Gloucester Township (Camden County), \$116,590; Old Bridge (Middlesex County), \$112,124; Howell Township (Monmouth County), \$109,473; Jackson Township (Ocean County), \$106,770; Parsippany-Troy Hills (Morris County), \$103,698; East Orange (Essex County), \$103,014; Manchester Township, (Ocean County) \$102,474; and Wayne Township (Passaic County), \$100,119.

The counties receiving the largest grant awards are: Ocean, \$199,522; Cumberland, \$173,950; Burlington, \$162,643; Bergen \$141,754; and Gloucester, \$131,157.

Litter comes from a variety of sources, such as pedestrians, motorists, overflowing household garbage, construction sites and uncovered trucks. Litter is often blown by the wind until it is trapped somewhere, such as along a building or fence, or in a ditch, gully or culvert. People tend to litter when an area is already littered, and when they lack a sense of ownership or pride in their community.

Activities funded by Clean Communities grants include cleanups of stormwater systems that can disperse trash into streams, rivers and bays; volunteer cleanups of public properties; adoption and enforcement of local anti-littering ordinances; beach cleanups; public information and education programs; and purchases of litter collection equipment such as receptacles, recycling bins, anti-litter signs and graffiti removal supplies.

For a complete list of municipal and county grant awards, visit: www.njclean.org

###



Payment Details

The data displayed relates all of the payment line information provided to NJCFS to generate this payment.

If you are unable to identify this payment by the data displayed, you can contact the fiscal area of the originating State agency for assistance at DEBRAA.COLSMAN@DEP.NJ.GOV. Please include your vendor code and the voucher number in your message.

Vendor Name	CITY OF JERSEY CITY
Vendor Code	22600201304
Payment Type	ACH
Check Number	1806050073
Payment Date	June 05, 2018
Check Total	\$371,384.52

Options

- [Printable Version](#)
- [Return to Previous Page](#)

Payment Line Details

Trans Code	UA
Voucher Agency	ENVIRONMENTAL PROTECTION
Voucher Number	4900CC18398
Payee Reference	FY2018 CLEAN COMMUNITIES GRANT
Line Number	01
Line Amount	\$371,384.52
Disbursed Amount	\$371,384.52

Additional Information

Budget Fiscal Year	2018
Fund	765
Agency	ENVIRONMENTAL PROTECTION
Organization	SOLID WASTE ADMINISTRATION
Appr. Unit	004
Object	6020
Revenue Source	N/A
Purchase Order Number	N/A
Contract Number	N/A
CFDA Number	N/A
CFDA Description	N/A

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

City Clerk File No. Res. 18-688

Agenda No. 10.Z.14

Approved: JUL 18 2018

TITLE:



RESOLUTION ACCEPTING GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR YOUTH EMPLOYMENT AND TRAINING OPPORTUNITIES

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

WHEREAS, the New Jersey Department of Transportation (NJDOT) has authorized a grant to the City of Jersey City (City) for the Urban Gateway Enhancement Program; and

WHEREAS, it is the intent and the spirit of this grant to provide cleanups at NJ Route 440 entering Jersey City / Bayonne (Northbound), NJ Route 440 at US 1 entrance and NJ 139 near Route 1 Tonnelle Avenue; and

WHEREAS, the City desires to accept these funds for the purpose of providing youth employment for performing landscaping, planting and painting services as needed; and

WHEREAS, a resolution of the City accepting the grant funds in the amount of \$32,000.00 from NJDOT will memorialize the commitment to provide youth employment and is the City Council's consent to the NJDOT's grant terms and conditions; and

WHEREAS, the City desires to accept the grant as a gift and is authorized to accept gifts pursuant to N.J.S.A 40A:5-29.

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

- 1) The City of Jersey City hereby accepts the grant funds of \$32,000.00 from the New Jersey Department of Transportation for the Urban Gateway Enhancement Program; and
- 2) The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

PGS/sb
July 9, 2018

APPROVED: *Valencia Bayona* APPROVED AS TO LEGAL FORM R.R
7-9-18
APPROVED: *John Conner* Business Administrator Corporation Counsel

Certification Required

Not Required **APPROVED 8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON		✓		WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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 ACCEPTING GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR YOUTH EMPLOYMENT AND TRAINING OPPORTUNITIES

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Pat Stamato	Director
Phone/email	201-547-4440 551-697-4576	pstamato@icnj.org

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

Contract Purpose

The purpose of this resolution is to:

- ✦ The New Jersey Department of Transportation (NJDOT) has authorized a grant to the City of Jersey City (City) for the Urban Gateway Enhancement Program.
- ✦ It is the intent and the spirit of this grant to provide cleanups at NJ Route 440 entering Jersey City / Bayonne (Northbound), NJ Route 440 at US 1 entrance and NJ 139 near Route 1 Tonnelles Avenue.
- ✦ The City desires to accept these funds for the purpose of providing youth employment for performing the landscaping, planting and painting services as needed.
- ✦ The City desires to accept the grant as a gift and is authorized to accept gifts pursuant to N.J.S.A 40A:5-29.
- ✦ A resolution of the City accepting the grant funds in the amount of \$32,000.00 from the (NJDOT) will memorialize the commitment to provide youth employment and is the City Council's consent to the NJDOT's grant terms and conditions.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

[Empty box for Cost]

[Empty box for Contract term]

Type of award

Grant Resolution

**If "Other Exception", enter type
Additional Information**

[Empty box for Exception/Additional Information]

[Empty box for Additional Information]

I certify that all the facts presented herein are accurate.

Selena Baynon
Signature of Department Director

7/9/18.
Date

Signature of Purchasing Director

Date



CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201.547.5500 | F: 201.547.5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

March 28, 2018

STEVEN M. FULOP
MAYOR OF JERSEY CITY

Urban Gateway Enhancement Program
New Jersey Department of Transportation
Division of Civil Rights and Affirmative Action
1035 Parkway Avenue
PO Box 600
Trenton, New Jersey 08625-0600

RE: Youth Corps "Urban Gateway Enhancement Program"

To Whom It May Concern:

I am writing to express my firm support for the proposed Urban Gateway Enhancement Program. This summer youth employment program is aligned with my administration's priorities for positive youth development and community empowerment. The lead agency on this project, the Jersey City Department of Public Works, is currently engaging youth in various beautification efforts and this funding will greatly enhance the impact of their work on our youth and our neighborhoods.

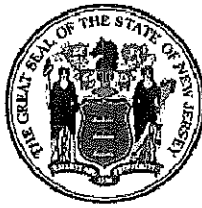
Since I was elected Mayor of Jersey City in 2013, our City has placed a high priority on improving youth development outcomes. Whether it be restorative justice work through the Jersey City Youth Counsel, youth summer employment through the JC Summer Works and Summer Internship Program, community beautification efforts through the Jersey City Mural Arts Program, or any number of other youth-focused initiatives, we are committed to improving the systems that serve youth in our community. Through the Youth Planning Task Force we are bringing together a diverse range of youth serving stakeholders to develop recommendations regarding programs, practices, and policies that support positive youth development and reduce juvenile delinquency. In addition, our Recreation Department remains steadfast in its resolve to empower youth through a multitude of new and traditional afterschool and summer programs.

To support these aims over the past five years, we have investment and leveraged millions of new dollars into our youth programs and continue to place a high priority on the work we do to position youth to achieve optimal life outcomes. I fully support the proposed program expansion and hope that you agree to support this work with the requested grant funding.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven M. Fulop".

Steven M. Fulop
Mayor



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

June 11, 2018

Melissa Kozakiewicz
13-15 Linden Ave.
Jersey City, NJ 07305

Dear Ms. Kozakiewicz:

Congratulations! Your agency has been selected to receive a grant as part of the New Jersey Department of Transportation's 2018 Youth Corps' Urban Gateway Enhancement Program. Your proposal to enhance select gateway sites and provide youth employment and training opportunities will certainly support and benefit the Jersey City Department of Public Works and the State of New Jersey.

Before you commence any work on your project(s), please review and sign the Agreement/Certification form enclosed and return it, along with any other required documents to the Division of Civil Rights/Affirmative Action. This agreement is developed to ensure that you understand and agree to the terms and conditions of the NJDOT Youth Corps Program.

A signed, returned agreement confirms:

- That your agency will complete this project;
- That all costs associated with this project are directly related to this grant and your approved budget;
- This initiative has been coordinated with your city/local municipality (as appropriate);
- The youth participating in this program will receive proper training; and
- Your agency will take appropriate measures to ensure a safe working environment.

Again, this Agreement/Certification must be signed by your agency and returned to this office before you commence work on your enhancement project.

The information that follows is provided for your guidance and compliance:

- If you intend to make changes to any NJDOT Right of Way structure and/or property (including landscaping, planting, painting, electrical and signage), you must obtain the appropriate guidelines/specifications and approval from the NJDOT before you proceed with this part of your project. Please note that landscape plantings must accommodate the NJDOT highway maintenance crews. Therefore, all plantings must be in beds that the maintenance crews will be able to mow around. You may contact Brenda Hammer of our Landscape Unit at 609-530-5672 for further information and/or guidance in landscaping on NJDOT Right of Ways.

Finally, the following information is provided as an enclosure to this letter:

- Agreement/Certification – To be completed, signed and returned
- General Project Safety Guidelines
- State of New Jersey W-9 Questionnaire. This form must be completed and returned to this office, if you are not already in the New Jersey State Vendor Payment System. Note: W-9 form and instructions can also be found on the NJ State Treasury Website at:

<http://www.state.nj.us/treasury/omb/forms/pdf/W9.pdf>

- State of New Jersey Payment Voucher – Vendor Invoice. This form must be completed and accompany the required documentation explained in the Agreement/Certification in order to receive your grant/reimbursement of approved program expenses. You may request to receive this form electronically if needed – and
- Final Reporting Format.

We are eager to begin our program and are pleased to have an opportunity to work with the Atlantic County WDB. If you have any questions or we can be of any help to you, please call Chrystal Section or Tyrone Walker at 609-530-3009.

Sincerely,


Linda Legge, Executive Director
Division of Civil Rights and Affirmative Action

Enclosures

c: Lucy Marius, FHWA Civil Rights Specialist
Brenda Hammer, Landscape

Establish New Vendor

Establish Additional Remittance Address

Change Remittance Address

STATE OF NEW JERSEY

W-9/QUESTIONNAIRE FOR NON-PROCUREMENT VENDORS

THE STATE OF NEW JERSEY REQUIRES THE FOLLOWING INFORMATION TO ESTABLISH YOUR NAME, ADDRESS, AND TAXPAYER ID ON STATE RECORDS. THE INFORMATION IS USED TO POPULATE AND MAINTAIN THE STATE'S VENDOR/PAYEE FILE AND MUST BE COMPLETED BEFORE PAYMENTS ARE MADE.

NOTE: PROCUREMENT VENDORS SHOULD NOT COMPLETE THIS FORM BUT SHOULD REGISTER AT NJSTART.GOV.

IMPORTANT: YOU WILL NOT BE PAID BY THE STATE OF NEW JERSEY UNTIL THIS FORM IS COMPLETED, SIGNED, AND RETURNED. FOR ADDITIONAL INFORMATION CALL (609) 633-8183 OR EMAIL: AAIUNIT@TREAS.NJ.GOV.

Return completed form to:

OMB VENDOR CONTROL
PO BOX 221

TRENTON, NJ 08625 or

FAX: (609) 984-5210

PART I

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

1. Name (as shown on your tax return):

Doing business as (if different than name):

2. Address:

3. City:

State:

Zip:

If the above contains preprinted data that is incorrect, cross it out and write the correct information immediately next to it.

4. Taxpayer Identification Number (TIN) Enter your TIN below and check the type of number listed.

SOCIAL SECURITY NUMBER

EMPLOYER IDENTIFICATION NUMBER

5. Exemptions (codes apply only to certain entities, not individuals; see IRS Form W-9 instructions page 3):
Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____

6. Certification: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 (3) I am a U.S. citizen or other US person as defined by the IRS.
- Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreported interest or dividends on your tax return. For real estate transactions, item (2) does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an IRA, and generally payments other than interest or dividends, you are not required to sign the certification, but you must provide your correct TIN.

Sign Here

Signature

Date

PART II

VENDOR/PAYEE DATA: STATE OF NEW JERSEY VENDOR/PAYEE INFORMATION QUESTIONNAIRE

NOTE: PROCUREMENT VENDORS SHOULD REGISTER AT NJSTART.GOV.

1. Enter the code from the list below that best describes your primary business function:

NON-PROCUREMENT PAYEES:AC=AUTHORITY/COMMISSION CF=CONFIDENTIAL FUND PC=PETTY CASH SD=SCHOOL DISTRICT FA=FEDERAL AGENCY FD=FIRE DISTRICT
CM=COUNTY/MUNICIPALITY EP=NJ STATE EMPLOYEE SA=STATE AGENCY WB=WELFARE BOARD CU=STATE COLLEGE/UNIVERSITY**OTHER PAYEES:**

OT=OTHER VENDOR (PLEASE SPECIFY) _____

2. Primary Contact Information (ALL FIELDS ARE REQUIRED):

Name: _____ Phone: _____ Email: _____

Please check here if you are interested in receiving information about payments by direct deposit.

IF YOU ARE A NJ STATE EMPLOYEE, NJ MANAGER OF A CONFIDENTIAL FUND OR PETTY CASH FUND, DO NOT ANSWER THE BALANCE OF THE QUESTIONNAIRE.

3. Enter the code from the list below that best describes your organization

C=CORPORATION

I=INDIVIDUAL

P=PARTNERSHIP

L=LIMITED LIABILITY COMPANY

G=GOVERNMENT

IMPORTANT: ANSWER ALL QUESTIONS (PRINT CLEARLY OR TYPE)

INSTRUCTIONS FOR STATE OF NEW JERSEY W-9/QUESTIONNAIRE FOR NON-PROCUREMENT VENDORS

The enclosed form is required by the State of New Jersey's Comprehensive Financial System, and must be completed by non-procurement vendors/payees who intend to do business with the State of New Jersey or by New Jersey State employees who are seeking reimbursement for travel or training expenses. Procurement vendors **SHOULD NOT** complete this form but should register at NJSTART.GOV. Procurement vendors include vendors who sell goods or provide a service (including healthcare and legal services). Please answer ALL questions and print clearly. If you have questions or need assistance completing the form, please contact vendor control at (609) 633-8183 or via email: AAIUNIT@treas.nj.us

Select the appropriate action that you are requesting. For payees that are registering for the first time, select 'Establish New Vendor.' For payees that have been previously established within the accounting system and want to add or change a remittance address, select the appropriate box.

PART I. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Part One is a W-9 form as required by the Internal Revenue Service to verify the name, address, and federal identification number for vendor/payees who may receive a 1099.

Questions 1-4:

If there is no preprinted data, populate the form with the vendor/payee's name (as shown on your tax return), address, city, state, zip code, and Taxpayer Identification Number. Sign and date the form under question number six.

If the form contains preprinted data and the preprinted information is correct, sign and date the form under question six.

If the form contains preprinted data and the preprinted information is not correct, cross out the incorrect data and make any changes immediately to the right of the preprinted information. Sign and date the form under question six.

Question 5: If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space any code(s) that may apply to you (See IRS Form W-9 instructions for codes).

Question 6: Sign and date the form.

PART II. VENDOR/PAYEE DATA: STATE OF NEW JERSEY VENDOR/PAYEE INFORMATION QUESTIONNAIRE

1. Enter the code that best describes the primary business function from the choices provided.

2. Print the name, phone number, and e-mail address of the primary contact person for the vendor listed in Part One.

If you are an employee of the State of New Jersey or manage a Confidential Fund or a Petty Cash Fund for a State agency, do not answer the remaining portion of the questionnaire (Questions three and four).

3. Enter the code that best describes your organization from the choices provided.

SUBMISSION OF THE STATE OF NEW JERSEY W-9/QUESTIONNAIRE

Mail or fax completed forms to The Office of Management and Budget (OMB):

OMB-Vendor Control Unit
PO Box 221
Trenton, NJ 08625-0221
Fax: (609) 984-5210

ACCESSING YOUR ACCOUNT INFORMATION

Details regarding specific payments, similar to a check stub, may be obtained over the internet through the Vendor Payment Inquiry (VPI) system. To access VPI, users must first create a 'MyNewJersey' portal account.

Begin by logging onto the State of New Jersey's web page, <http://www.state.nj.us> and creating a log in and password (click on the 'register' link under the 'home' tab). Once the 'MyNewJersey' portal account has been established, users will have to sign up for the VPI application by clicking the 'enroll here' button on our website, https://www20.state.nj.us/TYM_VPI/

The online tutorial for VPI can be found at https://www20.state.nj.us/treasury/omb/TYM_VPI/docs/GettingStarted.pdf
VPI provides two years of historical data (such as issuing agency, payee reference, payment amount, payment date, etc) and allows for the review of scheduled payments.

PAYEE INSTRUCTIONS
ITEMS A THROUGH G ARE TO BE COMPLETED BY PAYEE

- A) VENDOR IDENTIFICATION NUMBER**
Complete the payee identification field with the federal employer identification number assigned to the business or the social security number if the payee is an individual.
- B) TERMS**
The terms of sale, such as "Net", "2% fifteen days," etc.
- C) TOTAL AMOUNT**
Enter the total amount of this payment voucher.
- D) PAYEE NAME AND ADDRESS**
The name of the individual or company to whose name the check shall be drawn and the complete address where the check shall be mailed.
- E) SEND COMPLETED FORM TO:**
The Department, Division, Bureau or Institution to whom the materials or services were furnished.
- F) PAYEE DECLARATION**
Payee must sign the declaration and date the payment voucher is prepared.
- G) PAYEE REFERENCE NUMBER**
Payee must show his **own** invoice or billing number or any other identification for reference purposes. **This information is recorded on the check stub and aids the payee to identify the invoices which have been paid.** Do not use more than **30** characters.

PAYEE IS TO COMPLETE THE SCHEDULE OF ITEMS OR SERVICES SHOWING QUANTITY, UNIT, DESCRIPTION, UNIT PRICE AND AMOUNT. IF THE NUMBER OF ITEMS EXCEEDS THE SPACE, ATTACH A SCHEDULE SHOWING THE REQUIRED INFORMATION.

TO INSURE PROMPT PAYMENT, SEND COMPLETED PAYMENT/VOUCHER TO
THE DEPARTMENT/AGENCY SHOWN IN ITEM **E**

VENDORS MAY BE ENTITLED TO INTEREST ON PAYMENT VOUCHERS IF PAYMENT IS NOT MADE WITHIN 60 DAYS OF THE DATE ACCEPTANCE OF A PROPERLY EXECUTED PAYMENT VOUCHER OR RECEIPT OF GOODS OR SERVICES, WHICHEVER IS LATER. **INQUIRIES SHOULD BE MADE DIRECTLY TO THE DEPARTMENT OR AGENCY SHOWN IN ITEM **E****

ATTACHMENT NO. 1
Approved Project Location(s) and Work Plan

Grantee Proposes To Complete Enhancements/Beautifications to the Following Project Locations:

- NJ Route 440 entering Jersey City Bayonne (northbound).
- NJ Route 440 at US 1 entrance.
- NJ 139 near US Route 1 Tonnelle Avenue.

Changes Required By NJDOT:

PLEASE NOTE

Since proposed project sites are still under review with the NJ Department of Transportation, Division of Operations, we will notify you at a later date, under separate cover if there are any issues with your proposed sites.

Please note

NJDOT can only approve projects located on State (NJDOT) Right of Ways; we cannot approve projects that are not located on city, county, municipality or other local properties. If you intend to make changes to any NJDOT Right of Way structure and/or property (including landscaping, planting, painting, electrical and signage), you must obtain the appropriate guidelines/specifications and approval from the NJDOT **before** you proceed with this part of your project. Please note that landscape plantings must accommodate the NJDOT highway maintenance crews. Therefore, all plantings must be in beds that the maintenance crews will be able to mow around.

Please contact Brenda Hammer of NJDOT Landscape Unit at 609-530-5547 for further information and/or guidance in landscaping on NJDOT Right of Ways.

If your proposed project(s) involve property owned by the city/municipality/local government, please secure appropriate approval and coordinate with proper government body **before** you proceed with your project.

ATTACHMENT NO. 2
Notification, Reporting and Publication

NOTIFICATION REPORTS TO NJDOT CONTACTS

- Grantee is required to report the start of any part of its landscape activities to the NJDOT. If the project is on a NJDOT Right of Way, the Grantee must wait for clearance before beginning its project and must submit a report of its landscape plans.
- Grantee is required to notify the NJDOT of any problems that may arise during the course of its project particularly if these problems are related to the NJDOT Right of Way including planting, safety, traffic, electrical, structural maintenance, etc. If the problems are related to the city/municipality/local property, these issues should be directed to the appropriate government body.
- Grantee is required to notify the NJDOT of any changes to the proposed and approved project and budget plans **before** these changes are implemented.

ACTIVITY REPORTS

- Grantee is required to submit a cumulative report of all expenditures related to the implementation of the Gateway Project before final payment is made.
- Grantee is required to submit a final narrative report describing the activities and accomplishments of the program for the effective period identified above. Please see report format/template included as an enclosure to your award letter.
- Additional reports may be required as deemed necessary by the NJDOT.

PUBLICATION OF INFORMATION BY GRANTEE

The NJDOT supports and encourages positive and favorable presentations, press conferences and news releases resulting from the Grantee's participation in this program. However, these publications, presentations and news releases shall appropriately cite the source of the grant – New Jersey Department of Transportation via U.S.D.O.T. Federal Highway Administration Funds.

Grantee shall provide the NJDOT with a copy of all such publications and news releases/articles.

ATTACHMENT NO. 3
Budgeting Requirements and Revisions

IMPORTANT NOTICE!

Please be advised that any specific budget issues will be addressed at a later date. Please refer to terms and conditions and be advised of the following general guidelines:

- Reimbursements are limited to total allowable program costs of \$32,000.00. In addition, requests for reimbursement *must* include documentation of the expense, including receipts if appropriate.
- The primary objective of this program is to provide meaningful and productive transportation-related employment and training to at-risk youth. Therefore the bulk of expenses should be aimed at the youth participants.
- Youth participants are to be paid at least the State's minimum wage rate. If your youth program does not allow this rate, please provide justification for review and approval.
- Justification will be required for extraordinary expenses before reimbursement is approved. Also note that justification *does not* guarantee reimbursement, but will be taken into consideration.
- Approval for the purchase of food and drinks will be limited to water, Gatorade and other similar drinks designed to replenish water, carbohydrates and electrolytes; and refreshments served during formal close-out ceremonies/ programs.
- Reimbursements will not be approved for all miscellaneous expenses and certain equipment/supplies. Therefore, to ensure reimbursement, please prepare an itemized list of your anticipated miscellaneous expenses, equipment and/or supplies along with a cost estimate and submit this list to the Division of Civil Rights/Affirmative Action for review and approval *before the purchase(s)*. For your convenience, you may email this information to the attention of either:

Chrystal Section at Chrystal.Section@dot.nj.gov or
Tyronn Walker at Tyronn.Walker@dot.nj.gov

(Note: Concerns/Questions regarding your program expense budget can also be directed to the above individuals by calling the main office at 1-609-530-3009)

- Organizations that have Grounds and Maintenance responsibilities and landscape equipment available to them will be required to provide extensive justification to purchase landscape equipment for purposes of implementing the youth corps program activities. Note that the identification of this equipment in the application budget does not guarantee reimbursement.

ATTACHMENT NO. 3 CON'T.
Budgeting Requirements and Revisions

Following are the specific revisions required to the Grantee's proposed budget:

NOT APPLICABLE, BUDGET IS APPROVED AS SUBMITTED.

ATTACHMENT NO. 4

Record Keeping

ACCOUNTS, AUDITS AND RECORDS

The Grantee shall maintain all books, records, documents and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs incurred for the performance of this grant for three (3) years from the final date of the grant term, including any approved extensions.

**New Jersey Department of Transportation
Youth Corps' Urban Gateway Enhancement Program**

Safety Guidelines for All Participants

What to do First:

- All participants must read and understand the guidelines.
- Park vehicles completely off the road way, and a safe distance from travel lanes.
- Each participant shall wear the ANSI II reflective safety vest

Emergency Information:

- Familiarize yourself with emergency procedures such as the location of the nearest emergency facility and how to quickly summon the police or an ambulance.
- Be sure to inform leader of known allergies and physical infirmities prior to participation.

First Aid:

- The leader must have a first aid kit on site.

Water Breaks:

- Bring a water supply. Avoid potential problems from over-exertion and heat by drinking water and taking rest breaks.

Clothing:

- Wear long-sleeve, light colored shirts, jeans or long pants, leather or heavy-soled shoes or boots and gloves.
- Consider use of sunscreen, tick repellent or barrier creams.

Be Alert for Hazards:

- Learn to identify poison plants. The recommended attire will usually prevent irritations from most plants. Have soap and water available should contact occur.
- Be alert for bees, wasps, hornets, fire ants and snakes.
- Pay special attention to the handling of broken glass. Participants must be careful no to step or kneel on broken glass.
- Do not work on unstable or slippery ground.

Avoid Unsafe Behavior:

- All unsafe behavior, for example, standing or jumping on guide rails, drainage pipes or concrete walls, horseplay and demonstrations must be avoided.
- Alcohol is forbidden on pick-up sites.

Traffic:

- Be sure you are visible to motorists.
- Watch for unexpected developments in traffic.
- Walk facing traffic.
- Do not pick up litter in median areas.
- ALL vehicles shall remain on the same side of the highway as the participants.
- Don't schedule pick-up events during peak traffic hours.
- Don't schedule pick-up events in the evening or at night.
- Stay clear of construction areas.
- Evaluate whether pick-up should be discontinued due to decreased visibility, inclement weather or unsafe traffic conditions.

Large, Unsafe or Hazardous Debris:

- Do not attempt to move large debris.
- Do not touch dead animals
- Do not attempt to pick up hazardous material.
- Notify authorities (local/state police) if anything is found that presents a clear and present danger or obvious criminal activity.

End of Work Day:

- Do not remove work or safety gear until you are completely finished.
- Use proper hygiene and hand washing.

Note: Please include a picture(s) of your final gateway project(s).

Division of Government for which work was related:

The State of New Jersey: _____

County: _____
(If checked, please identify county _____)

Municipality: _____
(If checked, please identify municipality _____)

Other: _____
(If checked, please identify _____)

Summary of Work/Activities

Landscaping _____

Streetscaping _____

Please describe your overall evaluation of the program. Include any significant accomplishments, any problems you experienced and recommendations on how you believe the program can be improved, including the NJ Department of Transportation's role in the program.

Expense Report

Supervisor(s) Salary \$_____

Please include total number of hours devoted to program/youth participants and

rate(s) of Pay_____

Youth Participant Salaries \$_____

Please include total number of weeks worked, hours devoted to program and

rate of pay_____

Horticulture _____

Urban Forestry _____

Safety Skills _____

Life Skills _____

Equipment \$ _____

Please include list of equipment and cost of each item (attach additional sheets if necessary)

Supplies \$ _____

Please include list of supplies and cost of each item (attach additional sheets if necessary)

Incidentals \$ _____

Please describe incidentals and costs associated with each (attach additional sheets if necessary)

Other \$ _____

Please describe any other expenses associated with the implementation of this program (attach additional sheets if necessary)

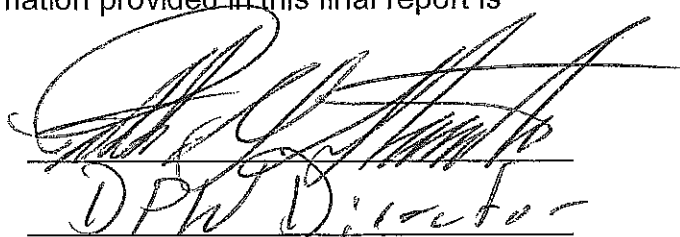
Total All Costs \$ _____

Total Amount Requested in Reimbursement(s) \$ _____

To the best of my knowledge, the information provided in this final report is complete and accurate.

6/19/18

(Date)



DPH Director

(Signature & Title of Person Authorized to sign for this Organization/Agency)

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

City Clerk File No. Res. 18-689
 Agenda No. 10.Z.15
 Approved: JUL 18 2018



TITLE:

RESOLUTION AUTHORIZING GRANT AWARDS TO THE JERSEY CITY MEDICAL CENTER FOR THE DELIVERY OF "STOP THE BLEED" TOURNIQUET EDUCATION FROM THE DEPARTMENT OF HEALTH & HUMAN SERVICES IN PARTNERSHIP WITH THE NEW JERSEY HEALTH CARE QUALITY INSTITUTE.

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

WHEREAS, the City of Jersey ("City") applied to New Jersey Health Initiatives for a Healthy Communities Create Healthy Citizens ("HCHC") Grant from the New Jersey Health Care Quality Institute; (NJHCQI); and

WHEREAS, the NJHCQI awarded a three-year grant to the City in 2015 in the amount of \$41,333.33; and

WHEREAS, the NJHCQI Healthy Communities Create Healthy Citizens grant allows the City of Jersey City Department of Health and Human Services ("JCDHHS") to provide sub-grants to the Jersey City Medical Center ("JCMC") to offer residents increased healthy lifestyle programming and health literacy materials and chronic disease management; and

WHEREAS, JCMC and the JCDHHS are partnering to educate the public on "Stop the Bleed" tourniquet education; and

WHEREAS, \$20,668.91 of the NJHCQI Healthy Communities Create Healthy Citizens grant is earmarked for the JCMC; and

WHEREAS, funds in the amount of \$2,835.91 are available in Account No. 02-213-40-666, funds in the amount of \$533.00 are available in Account No. 02-213-40-766, funds in the amount of \$17,300.00 are available in Account No. 02-213-40-866, and funds in the amount of \$9,331.09 are available in Account No. 01-201-27-330-314. **P.O # 129867 - P.O # 129868 - P.O # 129870 - P.O # 129869 -**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that grant awards up to \$30,000.00 are hereby authorized to be provided to the Jersey City Medical Center in order to purchase supplies and materials for the program as detailed in the attached quotes.

I Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that there are sufficient funds available for the payment of the above resolution in Account No. 02-213-40-666, Account No. 02-213-40-766, Account No. 02-213-40-866, and Account No. 01-201-27-330-314.

Jack
7/19/18

APPROVED: [Signature] APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Business Administrator Corporation Counsel

Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 GRANT AWARDS TO THE JERSEY CITY MEDICAL CENTER ("JCMC") FOR THE "STOP THE BLEED" EDUCATION FROM THE DEPARTMENT OF HEALTH & HUMAN SERVICES THROUGH THE NEW JERSEY HEALTH CARE QUALITY INSTITUTE ("NJHCQI") HEALTHY COMMUNITIES CREATE HEALTHY CITIZENS ("HCHC") GRANT

Project Manager

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	(201) 547-6800	sflanagan@jcnj.org

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

Contract Purpose

Sub Grant Awards from the New Jersey Health Care Quality Institute HCHC Grant to the Jersey City Medical Center to educate the public on "Stop the Bleed" tourniquet education.

Cost (Identify all sources and amounts)

\$2,835.91	Account No. 02-213-40-666
\$533.00	Account No. 02-213-40-766
\$17,300.00	Account No. 02-213-40-866
\$9,331.09	Account No. 01-201-27-330-314

Contract term (include all proposed renewals)

Type of award

Contractual Services

If "Other Exception", enter type

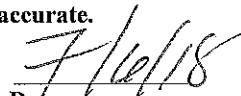
N/A

Additional Information

N/A

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



Quote

Q18-0000056 (Rev 2)

Techline Technologies Inc

668 Davisville Rd
Willow Grove Pennsylvania 19090
U.S.A

Bill To

RJW Barnabas HEALTH
415 Montgomery Street
Jersey City, New Jersey 07302

Estimate Date : 02/26/2018

Prepared by : Craig Hall

Techline Technologies, Inc, a Woman-owned, Small Business, is pleased to offer this Firm, Fixed Price Quote in response to your RFQ:

#	Item & Description	Qty	Rate	Amount
1	PTT-B80 Bleeding Control (B-CON) Task Trainer Lower Torso Part Task Trainer - Gunshot wound to inguinal crease, leg amputation, reacts to tourniquets. abdominal aortic tourniquets, junctional tourniquets, direct pressure, and proximal pressure. Bleeding pump not included.	1.00 EACH	2,795.00	2,795.00
2	PTT-B02 Laceration in a Box Large laceration with bleeding supply line for wound packing training	1.00 EACH	200.00	200.00
3	FEBSS Hydrasim MP Basic Brown System	1.00 EACH	2,980.00	2,980.00
4	COMBAT APPLICATION TOURNIQUET (C-A-T) (ORANGE) The C-A-T® utilizes a durable windlass system with a patented free-moving internal band providing true circumferential pressure to the extremity. Once adequately tightened, bleeding will cease and the windlass is locked into place. A hook and loop windlass retention strap is then applied, securing the windlass to maintain pressure during casualty evacuation. The C-A-T's unique dual securing system avoids the use of screws and clips which can become difficult to operate under survival stress or where fine motor skills are compromised.	15.00 EACH	26.99	404.85
5	NAR S-ROLLED GAUZE 4.5 in. x 4.1 yd Sterile, 6-ply premium cotton gauze Ideal packaging for wound packing training	50.00 EACH	3.60	180.00
			Sub Total	6,559.85
			Total	\$6,559.85

Looking forward for your business.

Terms & Conditions

Shipping FOB Origin

NET 30

TACTICAL MEDICAL TRAINING PROFESSIONALS - COURSE PRICING WORKSHEET

B-CON 4 HOUR COURSE SINGLE OFFERING		
COST PER STUDENT BASED ON TOTAL STUDENTS IN CLASS		
15-24	25-32	33-40
\$122.00	\$105.00	\$90.00
OPTIONAL FIXED RATE (MAX 40 STUDENTS): \$ <u>2,800.00</u>		
PRICING APPLIES TO ANY 4 HR. NAEMT COURSES: YES / NO (circle answer)		

B-CON 4 HOUR COURSE 2 OFFERINGS IN A SINGLE DAY *Single Location		
COST PER STUDENT BASED ON TOTAL STUDENTS IN CLASS		
15-24	25-32	33-40
\$212.00	\$121.00	\$97.00
OPTIONAL FIXED DAY RATE (2 CLASSES-MAX 40 STUDENTS PER CLASS): \$ <u>5,200</u>		
PRICING APPLIES TO ALL SINGLE-DAY OFFERINGS OF TWO 4 HR. NAEMT COURSES: YES / NO (circle answer)		

LEFR-TCC 8 HOUR COURSE SINGLE OFFERING		
COST PER STUDENT BASED ON TOTAL STUDENTS IN CLASS		
15-24	25-32	33-40
\$305.00	\$220.00	\$185.00
OPTIONAL FIXED RATE (MAX 40 STUDENTS): \$ <u>6,800.00</u>		
PRICING APPLIES TO ANY 8 HR. NAEMT COURSE (EXCEPT TFR): <input checked="" type="checkbox"/> YES / NO (circle answer)		

TFR 8 HOUR COURSE SINGLE OFFERING		
COST PER STUDENT BASED ON TOTAL STUDENTS IN CLASS		
15-24	25-32	33-40
\$305.00	\$220.00	\$185.00
OPTIONAL FIXED RATE (MAX 40 STUDENTS): \$ <u>6,800.00</u>		

TECC OR TCCC 16 HOUR COURSE SINGLE OFFERING		
COST PER STUDENT BASED ON TOTAL STUDENTS IN CLASS		
15-24	25-32	33-40
\$500.00	\$425.00	\$375.00
OPTIONAL FIXED RATE (MAX 40 STUDENTS): \$ <u>14,000.00</u>		
DOES THIS PRICING APPLY TO ANY 16 HR. NAEMT COURSE: <input checked="" type="checkbox"/> YES / NO (circle answer)		

PLEASE NOTE

ALL COURSES WILL BE OFFERED DAYS, EVENINGS, AND WEEKENDS
 TERM SHALL BE FOR TWENTY-FOUR (24) MONTHS FROM DATE OF AWARD
 B-CON 2 COURSE OFFERING IN SINGLE DAY MAY BE OFFERED AS MORNING/AFTERNOON SESSIONS OR AFTERNOON/EVENING SESSIONS
 BIDDER MAY CHOOSE PER STUDENT COST OR FIXED RATE COURSE OPTION FOR EACH COURSE

Authorized Signature: _____ Date: _____

Print Name: David J. Parry, Jr. Title: Vice President, Trauma Division

Tactical Medical Training Professionals
Specifications Section

The intent of these specifications from the Morris County Department of Law & Public Safety is to outline the minimum requirements and scope of work for experienced, qualified, and certified Tactical Medical Training Professionals for a contract period of twenty-four (24) months. The County also reserves the option to extend the contract for an additional twelve (12) months, if mutually agreeable.

1. The County of Morris is soliciting bids to provide the following training programs to area first responders:
 - National Association of Emergency Medical Technician's (NAEMT) Bleeding Control for Injured Course (B-CON)
 - National Association of Emergency Medical Technician's (NAEMT) Law Enforcement and First Responder – Tactical Casualty Care Course (LEFR-TCC)
 - National Association of Emergency Medical Technician's (NAEMT) Tactical Combat Casualty Care Course (TCCC)
 - National Association of Emergency Medical Technician's (NAEMT) Tactical Emergency Casualty Care (TECC)
 - National Association of Emergency Medical Technician's (NAEMT) Trauma First Response (TFR)

2. The County, as part of the contract, will provide the following: A course site approved by NAEMT
Classroom facilities and training areas appropriate to the number of students attending.
Classrooms will provide adequate space for lectures, skill stations, and scenarios.
Classroom audio-visual equipment.

3. Bidder Requirements
 - 3.1 Bidder will have on staff a listed NAEMT TCCC Affiliate Faculty member who:
 - Has relevant military tactical medical care and military tactical medical instruction experience as evidenced in the Instructor Resumes, and
 - Current Certification as an Emergency Medical Technician - Paramedic, and
 - Demonstrated field experience in all of the following areas:
 - Military tactical medical care
 - SWAT medical operator
 - Emergency Medical Services
 - Minimum of 15 years combined experience.
 - Instructional experience in in all fields referenced above.
 - Coordinates all courses under the contract.

 - 3.2 Bidder may utilize a "Lead Instructor" to coordinate the on-site class as long as the Affiliate Faculty member requirement is met.

 - 3.3 Lead Instructors must have the following qualifications in order to be a "Lead Instructor":
 - Current certification as an Emergency Medical Technician – Paramedic, and
 - Demonstrated field experience in all of the following areas:
 - Military tactical medical care
 - SWAT medical operator
 - Emergency Medical Services
 - Minimum of 10 years combined experience referenced above
 - Instructional experience in one (1) or more of the fields referenced above

- 3.4 Bidder must identify by name, the Affiliate Faculty member and Lead Instructors, as well as providing the Resumes and Curriculum Vitae for each person identified.
- 3.5 Bidder shall identify by name all instructors, as well as providing the Resume' and Curriculum Vitae for each person identified.
- 3.6 Instructors must meet the following minimum qualifications:
 Current NAEMT Tactical Combat Casualty Care Instructor, and
 Certified Emergency Medical Technician – Basic or Emergency Medical
 Technician – Paramedic, and
 At least 10 years combined experience as a military tactical medical operator, or
 SWAT tactical medical operator, and
 Instructional experience in one (1) or more fields referenced above.
- 3.7 Bidder may utilize "Assistant Instructors" at NO COST to the per student course cost. Assistant Instructors may not be counted in the student/instructor ratio.
- 3.8 Assistant Instructors must meet the following minimum qualifications:
 Have successfully completed the provider course in which they are performing
 as an Assistant Instructor, and
 Certified as an Emergency Medical Technician – Basic, or Emergency Medical
 Technician – Paramedic, and
 Have successfully completed the NAEMT Instructor Course and have not yet
 been audited by an Affiliate Faculty Member, or
 Is an NAEMT Instructor and does not meet the required experience
 level identified in 3.5.
- 3.9 The County of Morris requires the bidder to identify the all-inclusive Per-Student cost or fixed rate cost for delivering each of the following courses:
 National Association of Emergency Medical Technician's (NAEMT) Bleeding Control for
 the Injured Course (B-CON)
 National Association of Emergency Medical Technician's (NAEMT) Law Enforcement
 and First Responder – Tactical Casualty Care Course (LEFR-TCC)
 National Association of Emergency Medical Technician's (NAEMT) Tactical Combat
 Casualty Care Course (TCCC)
 National Association of Emergency Medical Technician's (NAEMT) Tactical Emergency
 Casualty Care (TECC)
 National Association of Emergency Medical Technician's (NAEMT) Trauma First
 Response (TFR)
- 3.10 Each class, regardless of course will consist of:
 The acceptable Student/Instructor ratio of 1 Instructor to 10 students.
 Courses may be offered with a minimum of 15 students and a maximum of 40 students.
 Bidder will be responsible for providing NAEMT Certificates to all students directly via
 US Postal Service within 2 weeks of the course completion date.
 Bidder will be responsible for providing bulk copies of the student certificates and
 sign-in sheets to the County of Morris identified Point of Contact.

Bidder is responsible for all course expenses, including NAEMT Fees, Honorariums, travel, lodging, meals and other faculty expenses associated with conducting a course.

Bidder is responsible for course administration, including course registration, student registration, registration confirmation, acquisition of textbooks and student materials.

Bidder is responsible for submission of all pre-course and post-course paperwork and reports, including appropriate documents and payment to the NAEMT Headquarters office.

Bidder must adhere to all NAEMT policies and procedures for administering NAEMT education programs.

Bidder must maintain copies of all relative course paperwork from the course for at least five (5) years.

3.11 Bidder will follow NAEMT requirements for class hours as follows:

B-CON – This Course will utilize 4 hours of classroom and hands-on training. Students will practice bleeding control techniques, airway control techniques and application of chest seals on the simulation aids. Scenario based training is not part of this course. Practical sessions are an enhancement to the basic course which is an additional 1.5 hours above the NAEMT course hours.

LEFR-TCC - The course will utilize 8 hours of classroom, hands-on and scenario based training.

TCCC – The course will utilize 16 hours of classroom, hands-on and scenario based training.

TECC – The course will utilize 16 hours of classroom, hands-on and scenario based training.

IFR – The course will utilize 8 hours of classroom, hands-on and scenario based training.

3.12 All courses will be conducted using the following simulation aids, provided by the vendor, in sufficient quantities to accommodate the number of students in the class:

Techline Technologies TOMManikin® (Basic & GSW Configuration)

Techline Technologies TAMikin® (Basic and GSW Configuration)

Techline Technologies - Hemorrhage Task Trainer (Wound Packing Trainers)

Techline Technologies - Wearable Wounds

Techline Technologies - Self-adhesive Wounds

3.13 Bidder is responsible to provide all of the necessary training supplies in sufficient quantities to conduct the training according to the NAEMT curriculum. Modifications to the training supply materials list shall be approved by the County of Morris.

3.14 Training supply costs shall be included in the all-inclusive pricing. Expendable training supplies shall include, but not limited to:

Individual First Aid Kit (IFAK)

CAT-Combat Application Tourniquet

SOFT-T – SOF® Tactical Tourniquet

Bandage Kit Elastic

Bandage Gauze 4-1/2"

Adhesive Tape Surgical 2" Roll

Airway, Nasopharyngeal, 28FR
Glove, Patient Exam
Combat or Rapid Celox Trainer

Additional Items:

Sufficient Blood for Simulation Equipment

HyFin®, Russell®, HALO, and Asherman Chest
Seals CAT and SOFT-T Tourniquets

Combat Gauze®

Celox Gauze®

Celox Rapid Gauze®

CoTCCC approved Junctional Emergency Treatment
Tool Elastic Bandage (pressure bandages)

Z or S fold gauze

Airway, Nasopharyngeal 28FR with lubricant
Adult, Child and Infant Bag-Valve-Masks

Petrolatum Gauze

Hypothermia Prevention & Management
Kit Eye Shield

14G, 3.25" Needle Decompression

Supplies for
Splinting Black
Sharpie

JETT or SAM Medical
Device SKED

Foxtrot Litter

Talon II Litter

Phantom Litter

Webbing Straps with
Carabiner TCCC Card

Cricothyrotomy Kit

Surgical Airway Supplies

- Scalpel
- 6.0 ETT
- Hemostat
- 10cc Syringe

FAST

IO EZIO

Sharps Container

Ruggedized Field IV Kit

IV Practice Supplies

- 18G x 1.25" Catheter
- 18G x 1.25" Needle
- Saline Lock
- Alcohol Prep
- 10cc Syringe
- Tegaderm
- Constricting Band
- Raptor Securing Device

Control Bleeding Kits.com

Quote

Quote Date	3/19/2018
Quote Number	Z20180319LC-5

Bill To Address

Name	Jersey City Medical Center
Address 1	355 Grand Street
Address 2	Att: Marissa Fisher, MHI, BSN, RN
Address 3	Director of Community Outreach & Injury Prevention
City	Jersey City
State	NJ
Zip	07302
Bill To Email	marissa.fisher@rwibh.org

Same as Bill To?	Yes
------------------	-----

Ship To Address

Name	Jersey City Medical Center
Address 1	355 Grand Street
Address 2	Att: Marissa Fisher, MHI, BSN, RN
Address 3	Director of Community Outreach & Injury Prevention
City	Jersey City
State	NJ
Zip	07302

Contact Name	Marissa Fisher, MHI, BSN, RN
Email	marissa.fisher@rwibh.org
Phone Number	201-915-2906

Payment Method: Credit Card ACH/Wire Check

Name on Card	
Credit Card #	
Expiration Date	
Security Code	

Part #	Product	Qty	Unit Price	Total Price
Kit-01	Personal Bleeding Control Kit		\$ 69.00	\$ -
Kit-02	Premium Personal Bleeding Control Kit		\$ 99.00	\$ -
Kit-03	Portable Bleeding Control Bag		\$ 650.00	\$ -
Kit-04	Wall-Mounted Bleeding Control Station		\$ 800.00	\$ -
Kit-05	Training Kit	10	\$ 950.00	\$ 9,500.00
MT-01	Moulage Trainers		\$ 8.50	\$ -
CAT-01	Blue training C-A-T™ tourniquet		\$ 29.99	\$ -
CAT-02	C-A-T™ tourniquet		\$ 29.99	\$ -
BKLT-1	Instructional Booklet (QTY 1-500)		\$ 2.50	\$ -
BKLT-2	Instructional Booklet (QTY 501-999)		\$ 1.75	\$ -
BKLT-3	Instructional Booklet (QTY 1,000+)		\$ 1.25	\$ -
PSTR-1	Instructional Poster (QTY 1-500)		\$ 5.00	\$ -
PSTR-2	Instructional Poster (QTY 501-999)		\$ 3.75	\$ -
PSTR-3	Instructional Poster (QTY 1,000+)		\$ 2.50	\$ -
Custom Charge	Customization Charge			\$ -
Total Price				\$ 9,500.00
Shipping				\$ 450.00
Sales Tax (CT, FL & WA only)				\$ -
Total Order				\$ 9,950.00

Customer Service
 Phone: 1-877-305-9440
 Email: service@controlbleedingkits.com

Make check payable to:
 Z-Medica, LLC
 4 Fairfield Blvd.
 Wallingford, CT 06492

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

City Clerk File No. Res. 18-690

Agenda No. 10.Z.16

Approved: JUL 18 2018

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE EXECUTION OF A GRANT AGREEMENT

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the

WHEREAS, the Hudson County Department of Health and Human services, has awarded the City of Jersey City ("City") a grant in the amount of \$213,903 for the period of July 1, 2018 through June 30, 2019 to provide substance abuse prevention and education programs as per the grant award letter attached hereto as **Exhibit A** (the "Grant"); and

WHEREAS, the City further recognized that it is incumbent upon not only public officials but upon the entire community to take action to prevent substance abuse in our community; and

WHEREAS, the Grant mandates 25% matching funds from the city which amounts to \$53,476; and

WHEREAS, 75% in-kind support will be provided by the Municipal Drug Alliance Sub-Grantees in the amount of \$160,427; and

WHEREAS, the City desires to meet its matching requirement and make a 25% monetary contribution in the amount of \$53,476, available in the Matching Funds for Grants Account; and

WHEREAS, the City desires to execute the grant agreement by subcontracting with the Service Providers listed in "Services" on **Exhibit A** and renew and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services.

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto with the Hudson County Department of Human Services for funding and to accept the grant award for the Municipal Drug Alliance grant for fiscal year 2018 in the amount of \$213,903.
2. The City will provide the match funds in the amount of \$53,476.
3. The Mayor and Business Administrator acknowledge the terms and conditions for administering the Municipal Drug Alliance grant, including the administrative compliance and audit.

JMK
7/14/18

APPROVED: [Signature] APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Corporation Counsel

Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE EXECUTION OF A GRANT AGREEMENT

Initiator

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

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

Resolution Purpose

Jersey City Health and Human Services wishes to accept a grant, which aims to provide substance abuse prevention and education programs. Matching funds of 25% will be in matching funds from the City of Jersey City.

Cost (identify all sources and amounts)

Total contract amount of \$213,903;
25% City Match of \$53,476
75% in kind support of \$160,427

Contract term

July 1, 2018 – June 30, 2019

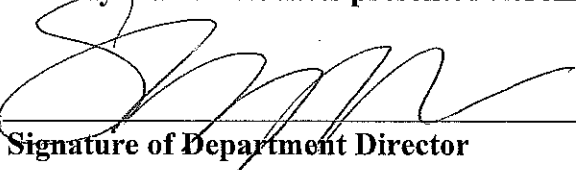
Type of award

Professional Services

In "Other Exception, enter type

Additional Information

I certify that all the facts presented herein are accurate.



Signature of Department Director

7/6/18

Date



**COUNTY OF HUDSON
DEPARTMENT OF HEALTH & HUMAN SERVICES**

830 Bergen Avenue 4B
Jersey City, NJ 07306
Phone: (201) 369-5280
Fax: (201) 369-5281

THOMAS A. DEGISE
County Executive

DARICE TOON
Director

NICOLE HARRISON-GARCIA
Deputy Director

July 3, 2018

The Honorable Steven M. Fulop
City of Jersey City
280 Grove St.
Jersey City, NJ 07302

Dear Mayor Fulop:

Please be advised that the Hudson County Board of Chosen Freeholders, at its meeting on June 28, 2018, approved your Municipal Alliance allocation as noted below:

SERVICES	Coordination, Educational Arts Team, Hope House, Hudson Pride, New Jersey City University, NCADD (Partners in Prevention), Haven Respite Adolescent Center, Covenant House, Lindsey Meyer Teen Institute
ALLOCATION	\$213,903
PERIOD	July 1, 2018 to June 30, 2019

Furthermore, your municipality's Municipal Alliance Plan, for this period, has been approved by the Governor's Council on Alcohol and Drug Abuse.

In order to formalize this approval, your alliance will need to submit, three (3) sets of the following contract documents to Derron Palmer's attention at the above address: 1) Annex A Program Information 2) Annex B Budget Document and 3) Standard Language Documents. This office is available to provide any technical assistance you may need in preparing these contract documents. No grant reimbursements for this contract year will be made until all contract documents are received by this office. Until this process is completed, this letter serves as confirmation of your funding award.

You are reminded that the quarterly programmatic and expenditure reports are due by the 15th business day following the end of each quarter. The completed expenditure report and appropriate back-up documentation must accompany each voucher your municipality submits.

Please feel free to contact Derron Palmer at 201-369-5280, if you have any questions.
Thank you for your cooperation.

Sincerely,

Darice Toon, Director
Department of Health and Human Services

cc: Maryanne Kelleher

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

City Clerk File No. Res. 18-691

Agenda No. 10.Z.17

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH, DIVISION OF WOMEN INFANTS AND CHILDREN (WIC)

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

WHEREAS, the City of Jersey City is desirous of accepting and executing a grant award which addresses the health and nutrition needs of residents; and

WHEREAS, the State of New Jersey Department of Health and WIC is responsible for administering program to the City of Jersey City; and

WHEREAS, this grant is for the period of October 1, 2018 – September 30, 2019 in the amount of \$1,802,584; and

WHEREAS, this funding is used to provide supplemental foods and nutrition education to pregnant, breastfeeding, post partum women, infants and children (up to the age of five (5) years old); and

WHEREAS, this grant letter of award may be renewed and/or extended on a yearly basis, contingent on funding from the State of New Jersey.

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 accept the grant award for the City of Jersey City from the NJ Department of Health for 2018/2019 in the amount of \$1,802,584.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the WIC Grant, including the administrative compliance and audit.
3. The Mayor and/or Business Administrator is authorized to execute the grant letter of award, in substantially the form of the attached.

JMck
7/9/18

APPROVED: [Signature] APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH, DIVISION OF WOMEN INFANTS AND CHILDREN (WIC)

Project Manager

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	201.547.6800	sflanagan@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 authorizes an agreement with The State of New Jersey and the Jersey City Department of Health and Human Services to accept grant funds for administering health and nutrition programs for the residents of Jersey City.

The grant is for the period of October 1, 2018 through September 30, 2019 in the amount of \$1,802,584.

The Jersey City Department of Health and WIC will utilize the grant money to provide supplemental foods and nutrition education to pregnant, breastfeeding, post partum women, infants and children up to the age of five (5) years old who reside in Jersey City and meet federal income guidelines.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

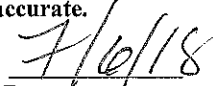
Type of award

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 HEALTH
 DIVISION OF FAMILY HEALTH SERVICES
 PO BOX 364
 TRENTON, N.J. 08625-0364

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

www.nj.gov/health

SHEREEF M. ELNAHAL, MD, MBA
Commissioner

June 4, 2018

Ms. Stacy Lea Flanagan
 Executive Director
 Jersey City Dept. of Health &
 Human Services
 199 Summit Ave., Suite E-2
 Jersey City, NJ 07304

**SUBJECT: Federal Fiscal Year (FFY) 2019 WIC Health Service Grant (HSG)
 Application Intent to Fund Due: June 30, 2018**

Dear Ms. Flanagan:

For FFY 2019, NJ WIC Services is recommending that you submit a HSG application for USDA funding as follows:

FFY 2019 USDA NSA (October 1, 2018 - September 30, 2019)	\$1,632,000
FFY 2019 Target USDA Breastfeeding Funding	\$93,372
Total FFY 2019 WIC NSA Funding	\$1,725,372
FFY 2018-20 Breastfeeding Peer Counseling (BFPC)	\$77,212
Total FFY 2019 Breastfeeding Peer Counseling Funding	\$77,212
Total FFY 2019 HSG Funding	\$1,802,584

Congress' WIC appropriation for Federal Fiscal Year 2019 has not been determined. Please be reminded that national WIC funding, both food and NSA, are tied directly to trends in participation and food dollar expenditures. During the Federal Fiscal Year 2018 NJ WIC experienced a significant cut in both food and NSA funding. Since the WIC Program's caseload and food dollar expenditures have continued to decline both in NJ and nationwide during the current year, there is a strong possibility that Congress will again cut the WIC appropriation for FFY 2019. Therefore, the recommended funding that is outlined above is subject to the availability of funds.

The FFY 2019 HSG application must be planned and written to support a full fiscal year of WIC service delivery with the funds listed above. It is important to note that if you do not adhere with this directive you are still obligated to provide WIC services through September 30, 2019. It is highly recommended prior to planning your 2019 HSG application, that you review the New Jersey Department of Health Grant Terms and Conditions, as well as the revised Attachment C (included with this correspondence) to gain full knowledge of the WIC grant's requirements. Attachment C contains the requirements/conditions unique to the WIC grant that must be

adhered to by the sponsor once the grant is approved. We are encouraging you to review these documents to incorporate the costs associated with these obligations in your upcoming application.

Please be advised that any costs that are expected to be reimbursed must be delineated in the grant application. Only those items included in the approved grant are eligible for reimbursement. In addition, NJ WIC Services must provide prior approval for anticipated special purchases or projects including, but not limited to, leasing new WIC space, renovations of real property, purchasing large equipment items, and creating/deleting any positions, before incorporation into the budget. For additional guidance refer to Policy and Procedures 5.04, 5.08 and 5.25.

USDA Target and Breastfeeding Peer Counseling funds are included in this grant. These funds may not be comingled and the allowable costs are different for these two funding sources. Follow Policy and Procedure 5.19, "Breastfeeding Promotion and Support Expenditures," when preparing the budgets for these two grants.

The HSG application must include the following documents attached to the appropriate section of SAGE:

- Valid Tax Clearance Certificate
- Proof of Non Profit (501(C)3)
- Valid NJ Charities Registration
- Organization Chart delineating WIC funded positions, titles and names
- A Salary and Fringe Worksheet in Excel format

Any grant application received without the above attachments will be returned and may delay approval and disbursement of funds.

We anticipate that the grant application will be available in SAGE on June 1, 2018 with a submission date no later than June 30, 2018.

If you have any questions, please contact Daniel Said or Janice Pedota at (609) 292-9560.

Sincerely,



Electra Moses, MS, RDN
Director
WIC Services

c Deborah Murray
La Vivinan Webb

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

City Clerk File No. Res. 18-692

Agenda No. 10.Z.18

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO FISHER SCIENTIFIC COMPANY, LLC FOR THE PURCHASE AND DELIVERY OF A LEAD PAINT ANALYZER THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF ENVIRONMENTAL HEALTH

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the U.S. Communities Government Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Director of the Division of Environmental Health needs to purchase a lead paint analyzer; and

WHEREAS, resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the U.S. Communities Government Purchasing Alliance; and

WHEREAS, the Department of Health and Human Services, Division of Environmental Health wishes to purchase of an XL3T lead analyzer from Fisher Scientific Company LLC, 300 Industry Drive, Pittsburgh, Pennsylvania 15275 who is in possession of contract number C15-JL-12; and

WHEREAS, the total amount of the contract is \$26,750.00; and

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

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

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

1. A contract award to Fisher Scientific Company, LLC in the amount of \$26,750.00 for the purchase of a lead paint analyzer is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on page 2)

City Clerk File No. Res. 18-692
Agenda No. 10-Z-18 JUL 18 2018

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO FISHER SCIENTIFIC COMPANY, LLC FOR THE PURCHASE AND DELIVERY OF A LEAD PAINT ANALYZER THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF ENVIRONMENTAL HEALTH

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

Trust Account PO # Total Contract
02-213-40-805-411 129580 \$26,750.00

Approved: _____
Peter Folgado, Director of Purchasing,
QPA, RPPO

June 14, 2018
Date

PF/pv/RR
6/14/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Sally Romano
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

R.R.
7.2.18

RESOLUTION FACT SHEET

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 AWARD OF A CONTRACT TO THERMO SCIENTIFIC FOR THE PURCHASE AND DELIVERY OF A LEAD ANALYZER THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF ENVIRONMENTAL HEALTH

Initiator


Department/Division	Health & Human Services/Division of Environmental Health	
Name/Title	H. James Boor, Division Director	
Phone/email	201-951-9573 -- Happy@cnj.org	

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

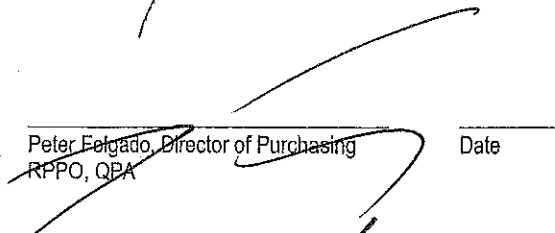
Resolution Purpose

The unit is a hand held analyzer that is light in weight, and ergonomically designed for all day testing.

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/15/18
Date


Peter Felgado, Director of Purchasing
RPPO, QPA
Date

Sales Quotation

Quote Nbr	Creation Date	Due Date	Page
8158-2177-93	06/07/2018		1 of 1
Payment Terms		Delivery Terms	
NET 30 DAYS		DEST	
Valid To		Prepared By	
10/05/2018		MASH, GREG E	
Customer Reference		Sales Representative	
NITON XL3T 700S GOLDD+ XRF QTE 6.7.18		GREGORY MASH	
To place an order	Ph: 800-766-7000	Fx: 800-926-1166	
Submitted To:		Customer Account: 061993-005	
PATRICIA VEGA GREGORY.MASH@THERMOFISHER.COM 201-547-4278		CITY OF JERSEY CITY CLINICAL SERVICES 360 MARTIN LUTHER KING DRIVE JERSEY CITY NJ 07304	



Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133-5491



Please note: This link initiates order review / placement through fishersci.com

***Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on fishersci.com

For complete Terms and Conditions, please [click here](#).

Quote Comments: ***SHIPPING CHARGES TO BE PAID BY FISHER SCIENTIFIC*** **PER US COMMUNITIES CONTRACT***

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	NC1499209	XL3T 700S GOLDD+ROHS/QTE Vendor Catalog # XL3T 700S/QTE Hazardous Material	26,750.00	26,750.00

MERCHANDISE TOTAL

26,750.00

NOTES:

Returns are subject to manufacturer terms and conditions.

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2

<http://survey.medallia.com/fishersci>

Fisher Science Education Contract

[Home](#) > [Fisher Science Education](#) > [Fisher Science Education Contract](#)

Science/Labware Supplies and Equipment

Solutions

BY SUPPLIER ([show all ->](#))

BY CATEGORY

- [Facilities](#)
- [Office & School](#)
- [Specialty](#)
- [Technology](#)

Main Menu

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- [Resources](#)
- [Contact Us](#)
- [Shop](#)
- [Education Purchasing](#)
- [Government Purchasing](#)
- [Nonprofit](#)
- [Go Green Program](#)
- [Innovation Exchange](#)

Lead Agency:

Harford County Public Schools, Maryland

Contract Number:

C15-JL-12

Harford County Public Schools, MD

3 year initial term, July 1, 2015 - June 30, 2018

Option to renew for (1) additional (2) year periods

The contract is renewed for two (2) years, effective July 1, 2018 through June 30, 2020



Contract Updates

Contract Amendment 1 added on May 2, 2018

Contract Documents:

- [Master Agreement C15-JL-12](#)
- [Harford County Public Schools Contact Information](#)
- [Contract Renewal](#)
- [Contract Amendment](#)

RFP Documents:

- [RFP 15-JL-12](#)
- [15-JL-12 Addendum](#)
- [RFP Posting Document](#)

Postings

No. of suppliers participated in the solicitation process: 1 responded

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Jan 6, 2015 to Feb 19, 2015
Harford County Public Schools website	Jan 6, 2015 to Feb 19, 2015
Association of Oregon Counties	Jan 6, 2015 to Feb 19, 2015
Canadian MERX Public Tenders	Jan 6, 2015 to Feb 19, 2015
State of Hawaii and Oregon	Jan 6, 2015 to Feb 19, 2015
Onvia Demand Star	Jan 6, 2015 to Feb 19, 2015

U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM

Getting Started

- [Program Overview](#)
- [How It Works](#)
- [FAQs](#)

Why Use U.S. Communities

- [What Makes Us Different](#)
- [Webinars & Events](#)
- [Supplier Commitments](#)

Discounts on Brands

- [Products & Suppliers](#)
- [Online Marketplace](#)
- [Solicitations](#)

Over 55,000 agencies trust U.S.

- [Who Uses U.S. Communities?](#)
- [Cooperative Standards](#)
- [State Statutes](#)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FISHER SCIENTIFIC COMPANY L.L.C.
Trade Name:
Address: 300 INDUSTRY DRIVE
PITTSBURGH, PA 15275
Certificate Number: 0091099
Effective Date: December 03, 1998
Date of Issuance: June 13, 2018

For Office Use Only:
20180613104524856

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability
Government Contracts Specialist of Fisher Scientific Company L.L.C.

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

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

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

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

Representative's Name/Title Print: Karen Morton Government Contract Specialist

Representative's Signature: Karen Morton

Name of Company: Fisher Scientific Company L.L.C.

Tel. No.: 724-517-2676

Date: June 7, 2018

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Karen Morton Government Contracts Specialist

Representative's Signature: Karen Morton

Name of Company: Fisher Scientific Company L.L.C.

Tel. No.: 724-517-2676

Date: June 7, 2018

ATTACHMENT A

Fisher Scientific Company L.L.C. is a Delaware limited liability Company with a principal place of business at 300 Industry Drive, Pittsburgh PA 15275. Fisher Scientific Company L.L.C. is a wholly-owned subsidiary of Fisher Scientific International L.L.C.

Fisher Scientific International L.L.C. is a Delaware limited liability Company with a principal place of business at 168 Third Avenue, Waltham MA 02451. Fisher Scientific International L.L.C is a wholly-owned subsidiary of Thermo Fisher Scientific Inc. Thermo Fisher Scientific Inc. is a Delaware Corporation with a principal place of business at 168 Third Avenue, Waltham MA 02451.

Thermo Fisher Scientific Inc., is publicly traded on the New York Stock exchange under the symbol "TMO"

**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 : Fisher Scientific Company L.L.C.
Address : 300 Industry Drive Pittsburgh PA 15275
Telephone No. : 724-517-2676
Contact Name : Karen Morton

Please check applicable category :

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

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

**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**

Fisher Scientific Company L.L.C.

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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Layarto for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownetship Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
See Attachment A	
Thermo Fisher Scientific Inc., is publicly traded on the New York Stock exchange under the symbol "TMO". Ownership matters are set forth in SEC filings available at www.thermofisher.com (under the "investors" tab)	

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: Fisher Scientific Company L.L.C.

Signature of Affiant: Karen Morton

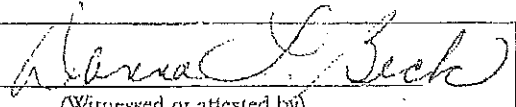
Title: Government Contracts Specialist

Printed Name of Affiant: Karen Morton

Date: June 7, 2018 Fisher

Subscribed and sworn before me this 7 day of June, 2018

My Commission expires: July 9, 2019


 (Witnessed or attested by)

 (Seal)

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 Donna L. Beck, Notary Public
 Findlay Twp., Allegheny County
 My Commission Expires July 9, 2019
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**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 Fisher Scientific Company L.L.C. (name of business entity) has not made any reportable contributions in the ****one-year period preceding June 7, 2018** (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 Fisher Scientific Company L.L.C. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Fisher Scientific Company L.L.C.

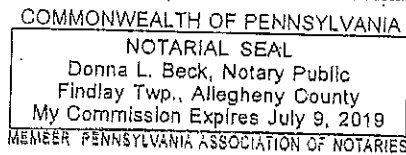
Signed Karen Morton Title: Government Contracts Specialist

Print Name Karen Morton Date: June 7, 2018

Subscribed and sworn before me
this 7 day of June, 2018.
My Commission expires:

Donna L. Beck
(Affiant)
Donna Beck

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



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

Certification 1967

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-2017** to **15-JUN-2020**

FISHER SCIENTIFIC CO., LLC
300 INDUSTRY DRIVE
PITTSBURGH PA 15275-1126



A handwritten signature in black ink, appearing to read 'Ford M. Scudder'.

FORD M. SCUDDER
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BREWER INTERNATIONAL, INC.
Trade Name:	CREATIVE VISUAL SYSTEMS
Address:	400 APGAR DR, UNIT G SOMERSET, NJ 08873-1154
Certificate Number:	0080872
Effective Date:	September 02, 1992
Date of Issuance:	June 12, 2018

For Office Use Only:

20180612125745165

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

City Clerk File No. Res. 18-693

Agenda No. 10.Z.19

Approved: JUL 18 2018



TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR CONSULTING SERVICES NEEDED IN CONNECTION WITH AUDITING OF THE EMPLOYEE AND RETIREE PRESCRIPTION PLANS FOR THE CITY OF JERSEY CITY

COUNCIL OFFERED AND
MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) through its Division of Health Benefits offers prescription coverage to all eligible employees, retirees and their dependents; and

WHEREAS, the City desires to hire a consultant to analyze and audit the prescription plan; and

WHEREAS, N.J.S.A. 40A:11-4.1(m) authorizes the use of the Competitive Contracting Law, N.J.S.A. 40A:4.1 et seq. to award a contract for consulting services; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires for the first time to use competitive contracting to award a contract for the types of goods or services described under N.J.S.A. 40A:11-4.1.

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

- (1) The above recitals are incorporated herein by reference;
- (2) The use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized to award a contract to a consultant with experience to analyze and audit the City's prescription plan.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7-18-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR CONSULTING SERVICES NEEDED IN CONNECTION WITH AUDITING OF THE EMPLOYEE AND RETIREE PRESCRIPTION PLANS FOR THE CITY OF JERSEY CITY.

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jenj.org

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

Contract Purpose

Cost (Identify all sources and amounts)

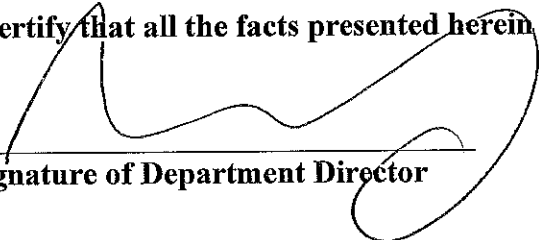
Contract term (include all proposed renewals)

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/20/18
Date

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

City Clerk File No. Res. 18-694

Agenda No. 10.Z.20

Approved: JUL 18 2018



TITLE:

RESOLUTION AWARDING A CONTRACT TO MUNICIPAL CODE CORPORATION TO PROVIDE CODIFICATION SERVICES FOR THE JERSEY CITY MUNICIPAL CODE

COUNCIL OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of a codifying company to prepare supplements to the City Code for ordinances enacted from August 1, 2018 through July 31, 2020; and

WHEREAS, Municipal Code Corporation, 1700 Capital Circle SW, P. O. Box 2235, Tallahassee, FL 32316 agrees to prepare and provide a PDF and on-line supplements to the Jersey City Municipal Code; and

WHEREAS, Municipal Code Corporation is qualified to perform these services and submitted a proposal dated June 22, 2018 indicating that it will provide the foregoing services based on the fee schedule set forth below; and

WHEREAS, N.J.S.A. 40A:11-5(1)(x) of the Local Public Contracts Law authorizes the award of contracts for printing, revising and codifying municipal ordinances without public advertising for bids and bidding therefor; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

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

WHEREAS, Municipal Code Corporation has completed and submitted a Business Entity Disclosure Certification which certifies that Municipal Code Corporation has not made any reportable contributions to a political or candidate committee listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Municipal Code Corporation from making any reportable contributions during the term of the contract; and

WHEREAS, Municipal Code Corporation has submitted a Chapter 271 Political Contribution Disclosure Certification prior to the award of this contract; and

WHEREAS, Municipal Code Corporation has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, Sec. 3-51.1; and

WHEREAS, funds are available in: Account No. 18-01-201-20-120-312; Purchase Order No. 129801; \$2,000.00; and

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

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

A. Subject to such modification as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached with Municipal Code Corporation for the preparation of supplements to the City Code for ordinances enacted from August 1, 2018 through July 31, 2020;

B. The total contract amount is not to exceed \$50,000.00 and is based on the following fee schedule:

1. Supplement Service Base Page Rate:
 - a. Single Column - 11 Point Times New Roman \$ 19.50 per page
 - b. Base page rate includes:
 - (1) Acknowledgment of Material
 - (2) Data conversion, as necessary
 - (3) Editorial Work
 - (4) Proofreading
 - (5) Indexing
 - (6) Schedule as selected by Client, Currently Quarterly
 - (7) Updating Internet after supplementation
 - (8) Providing a PDF of each supplement;

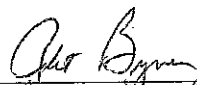
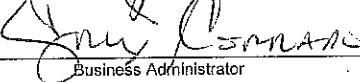
TITLE: **RESOLUTION AWARDING A CONTRACT TO MUNICIPAL CODE CORPORATION TO PROVIDE CODIFICATION SERVICES FOR THE JERSEY CITY MUNICIPAL CODE**

- 2. Additional Services that apply to Supplement Service:
 - a. MunicodeNEXT/Code on the Internet plus CodeBank (August to July annual fee) \$ 900.00
 - b. OrdBank, annual fee (August to July) \$1,000.00
 - c. OrdLink, annual fee (August to July) \$ 500.00
 - d. New Ordinances on the Web (NOW - August to July annual fee) \$2,000.00
 - e. Graphics and tabular matter; per graphic or table \$ 10.00
 - f. Blank Pages No Charge
 - g. Freight Actual freight
 - h. XML Export for integration with Spatial Data Logic, per delivery \$ 75.00
 - i. MuniDocs, annual fee (up to 50 documents updated monthly) \$ 550.00;
- 3. Payment for Supplement and Additional Services
 - a. Invoices to be submitted upon shipment of Project(s)/Supplement(s)
 - b. Payment of invoices to be made via Partial Payment Vouchers;

- C. The term of the contract shall be two years commencing on August 1, 2018 and ending on July 31, 2020;
- D. The award of this contract is made without public bidding pursuant to N.J.S.A. 40A:11-5(1)(x) of the Local Public Contracts Law;
- E. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
- F. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.;
- G. The total cost of the contract shall not exceed \$50,000.00. In accordance with N.J.A.C. 5:30-5.5(c), the continuation of this contract after the expenditure of funds encumbered under this resolution shall be subject to the availability and appropriation of sufficient funds in the 2018 calendar fiscal year permanent budget and in subsequent fiscal year budgets; and
- H. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Determination of Value Certification and Certification of Compliance with the City's Contractor Pay-to-Play Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I hereby certify that funds in the amount of \$2,000.00 are available in Account No. 18-01-201-20-120-312 for payment of this resolution. *P.O. #129801*


Donna Maurer, Chief Financial Officer

APPROVED: 
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM *R.B. 7-9-18*

Corporation Counsel

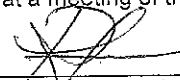
Certification Required
Not Required **APPROVED 9-0**

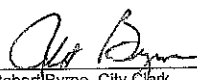
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Roland R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

**RESOLUTION AWARDING A CONTRACT TO MUNICIPAL CODE CORPORATION
TO PROVIDE CODIFICATION SERVICES FOR THE JERSEY CITY MUNICIPAL CODE**

Initiator

Department/Division	Office of the City Clerk/Council	City Clerk's Office
Name/Title	Irene McNulty	Deputy City Clerk
Phone/email	201-547-4847	mcnultyi@cnj.org

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

Resolution Purpose

To provide codification services for the Jersey City Municipal Code.

I certify that all the facts presented herein are accurate.



Signature of Department Director

7/3/18

Date

Signature of Purchasing Director

Date

municode



CONNECTING YOU & YOUR COMMUNITY

June 22, 2018

Ms. Irene McNulty
Administrative Secretary to the Clerk
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Sent Via Email: mcnultyi@icnj.org

Dear Ms. McNulty:

Thank you so much for the opportunity to contract with the City of Jersey City, New Jersey for the period of August 1, 2018 through July 31, 2020. Via this contract, the supplementation and website hosting services we are currently providing shall continue upon expiration of the current contract on July 31, 2018.

We truly value your business! If you have any questions or desire additional information, please call me at any time via (800) 262-2633 ext. 1148.

Sincerely,



Steffanie Rasmussen
Vice President of Client Services

Term of Agreement. This Agreement shall begin August 1, 2018 and continue for a period of two (2) years, expiring on July 31, 2020.

2018 JUL -2 A 11:24
RECEIVED
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

CITY OF JERSEY CITY, NEW JERSEY

August 1, 2018 through July 31, 2020

SCOPE OF WORK

MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, hereinafter referred to as Municode, hereby offers to perform supplementation services for the **CITY OF JERSEY CITY, NEW JERSEY**, hereinafter referred to as Client.

- 1. Services Offered.** Municode will research, edit, index and publish (both in print and electronically) the finally enacted legislation Client specifies for inclusion in the Code.
- 2. Material Included.** All legislation of a general and permanent nature, passed in final form by the Client will be included in the Code. Municode prefers the material in an editable electronic format (such as WORD) and will rely upon the electronic media furnished by the Client. All material received by Municode will be acknowledged via e-mail. Ordinances contained within the text of minutes can be researched and extracted.
- 3. Omitted Material.** The following legislation, which is not of a general and permanent nature, will be omitted from the Code unless Client instructs otherwise: Appropriations; Franchises; Bonds; Vacating Streets and Other Public Properties; Sales of Surplus Assets and Properties; Tax Levies; Special Elections; Contracts and Agreements; Rezoning; Personnel Regulations; Annexations and Disannexations; Tax Anticipated Notes and Issuances of Similar Debt Instruments; Appointments of Named Individuals to Positions within a Governmental Body; Comprehensive Master Plans and Traffic Schedules and Fee Schedules.
- 4. Additional Content.** Client can include additional content (for example, charter, zoning, SmartCode or Form Based Code, land development regulations) in the Code. The native files (typically InDesign) will be required of any graphic-intensive content. Added content can be included in a Supplement or published separately. Additional divider tabs or binders will be provided as necessary.
- 5. Editorial Work.** The Supplement editorial team, who is supervised by a licensed attorney and consists of a legal editor, proofreader and indexer, will review the legislation to determine proper placement within the Code. Municode will adhere to the structure and style contained in the ordinance unless changes are required to ensure consistency with other text in the Code. The team will also update the Table of Contents, catch lines, reference tables and index. Editorial notes will be appended to sections that require additional explanation. Municode has Supplement teams trained in the use of InDesign and will editorially preserve the integrity of form of such files whether displayed on-line or in print.
- 6. Schedule.** Amendments are provided on a schedule designed to meet the needs of the Client. The schedule can be weekly, biweekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic Updates can occur on a more frequent schedule than Printed Supplements. In addition to establishing when Supplements will occur, the schedule determines how frequently Municode will request ordinances from Client. The City is currently set up with a Quarterly schedule which can be adjusted anytime.
- 7. Printed Supplements.** Amendments to the printed Code occur in the form of printed Supplement pages that are issued as replacement pages on acid-free paper. Printed Supplements include: an updated Table of Contents; Code Comparative Table; index; an instruction sheet to advise holders of the book where to insert and remove pages; a Checklist of Up-To-Date pages that indicates the most recent source from which each page is derived; and a Supplement History Table that indicates the specific ordinances included in the Supplement. A copy of each Supplement for every printed Code is included in the base page rate. Our paper supplier is chain-of-custody certified with the Forest Stewardship Council (FSC), Sustainable Forest Initiative (SFI) and Program for Endorsement of Forest Certification schemes (PEFC).
- 8. Electronic Updates.** Amendments to the Internet version of the Code can be provided on a separate schedule from Printed Supplements. Electronic Updates reflect the editorial decisions made by the Supplement team and a fully searchable, complete Code will be posted. Electronic Updates are included in the base page rate and clients who receive both Electronic Updates and Printed Supplements receive the Printed Supplements at no charge.

9. **Electronic Medium and Format.** The Code can be furnished in any electronic medium and format selected by the Client. The delivery mediums are: Internet, Download and FTP. Most popular formats are: HTML, RTF, PDF, FOLIO and integrated with search engine.

10. **Support.** Support for our electronic and online services is offered 8:00a to 8:00p (Eastern). Telephone requests are answered within 24 hours, and e-mail requested within one hour.

11. **Delivery.** Printed Supplements to the Code, if requested, will be delivered in bulk to the Client, unless Client chooses to utilize Municode's Distribution Services. The website will be updated upon shipment of the printed supplement or as Electronic Updates are completed.

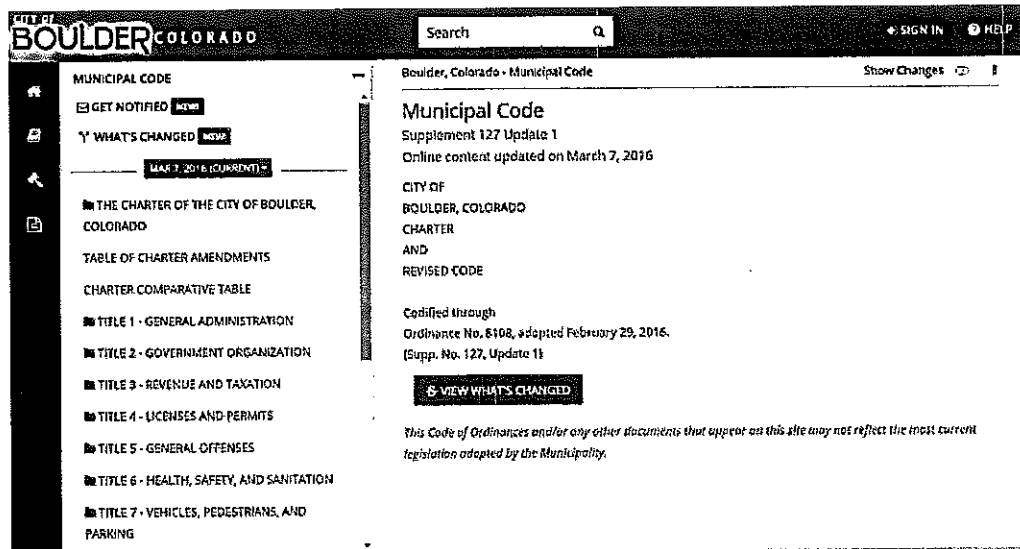
16. **Distribution.** With Municode as Total Code Administrator option (TCA), we provide inventory for sale (Codes and/or reprint pamphlets) and we provide all services for outside subscribers. The TCA service is provided at no cost to you and totally at our expense.

MUNICODE'S WEBSITE SERVICES DEFINED

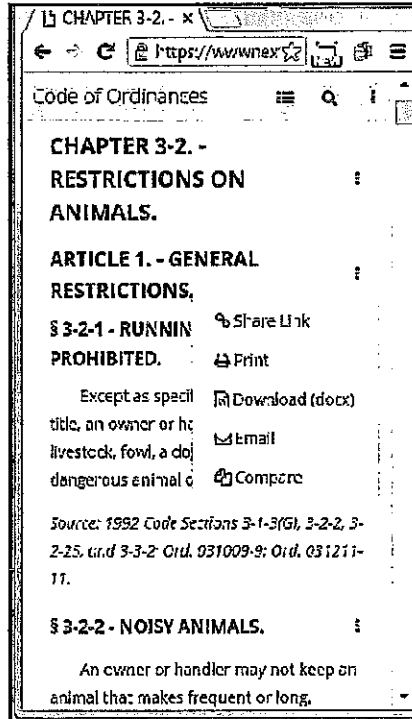
Internet Stability. Municode houses its public facing websites in a secure, SAS70, PCI compliant data center owned and operated by Flexential in Atlanta, Georgia. This page outlines the features of Flexential's datacenter, including redundant Internet providers, redundant power and cooling, and secure biometric access to the physical facility (<http://www.peak10.com/locations/atlanta#facility1>). All systems are backed up and synchronized between our Tallahassee, Florida and Atlanta, Georgia locations for full geographic redundancy should one of the sites become inaccessible.

Standard Features of MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.



Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your Code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

Searching – Municode leverages a powerful open source search platform that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The Code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.

CODE OF ORDINANCES
dogs and cats fees

Sec. 5-61 - Vaccination of domestic dogs and cats—Required.

Sec. 5-62 - Same—Evidence prior to transfer required.

Sec. 5-63 - Licensing of domestic dogs and cats—Required.

Sec. 5-64 - Same—Tags and certificates

Sec. 5-65 - Same—Same required.

Sec. 5-66 - Same—Certification of training facility.

Sec. 5-67 - Dog waste.

Sec. 5-68 - Female dogs in heat.

Secs. 5-69—5-80. RESERVED

ARTICLE IV. - LIVESTOCK.

ARTICLE V. - CHICKENS.

ARTICLE VI. - THERAL CATS.

ARTICLE VII. - HEARINGS.

Chapter 6 - BUILDINGS AND BUILDING REGULATIONS

Chapter 7 - CIVIL DEFENSE

Chapter 8 - ELECTIONS

Chapter 9 - FIRE PREVENTION AND PROTECTION.

Start a new search anytime!

dogs

NOTIFICATIONS

SIGN IN

HELP

Q Search Results

Results for dogs CLEAR

BACK TO SEARCH

Search results are located on the right sidebar enabling you to click through the results with ease.

Table of Contents shows code location along with the breadcrumb trail.

Sec. 5-67. - Dog waste.

Sec. 5-68. - Female dogs in heat.

Secs. 5-69—5-80. - Reserved.

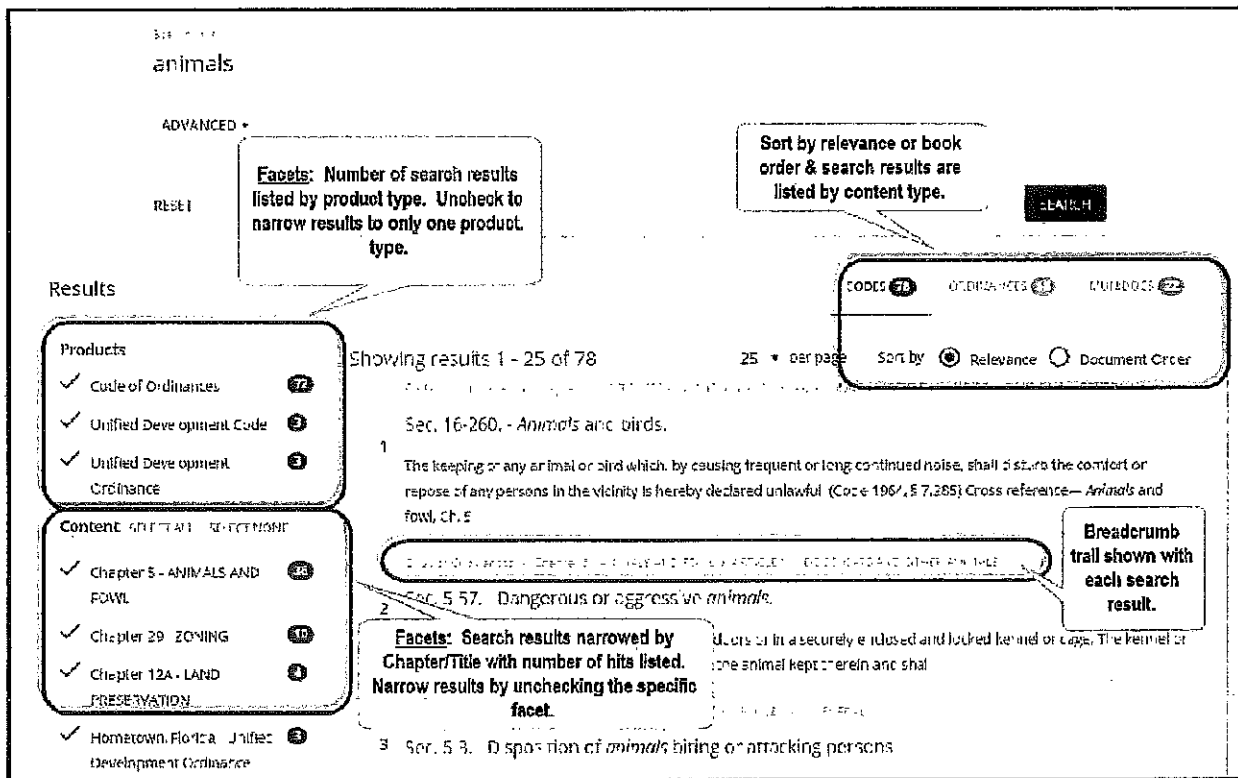
ARTICLE IV. - LIVESTOCK

Sec. 5-81. - Keeping within city restricted.

Previous and Next buttons enable you to move through search results.

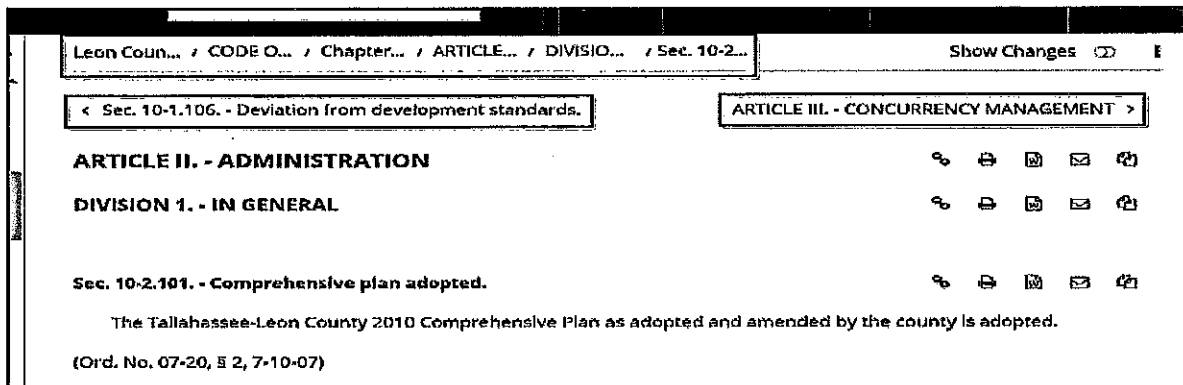
Municode Search Components:

- ★ **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- ★ **Multiple Publications** – If you have multiple publications (Code, zoning, etc.), they will all be searchable from one interface.
- ★ **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- ★ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the Code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- ★ **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- ★ **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser's bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser's tabs.



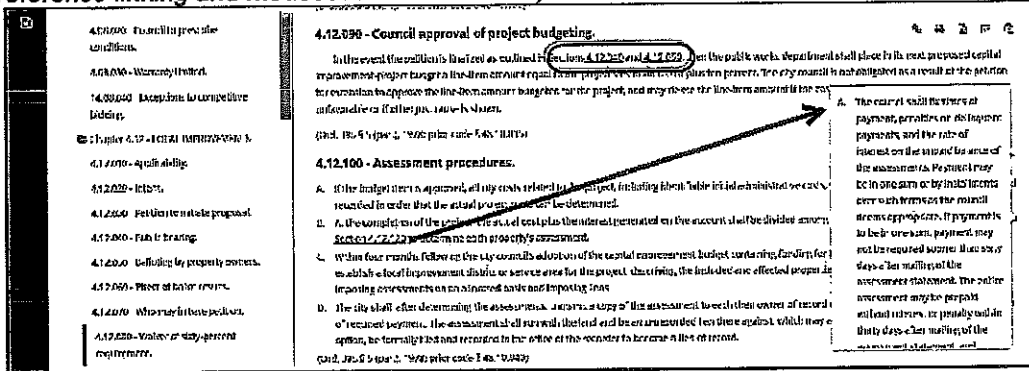
Search enhancements provided with our latest website upgrade include (see screenshot above):

Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you're viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ★ **Internal Cross-Reference Linking** – Cross-references within your Code are linked to their respective destination Article, Chapter or Section.
- ★ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your Code. Easily view your maps, graphs and charts by simply enlarging the item.
- ★ **Mouseover (cluetips)** – Navigate to your Code and any linked cross-reference will quickly display in the pop-up preview window.
- ★ **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Social Media Sharing – You and your users are able to share Code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any Code section and assist staff to create a link from your GIS system to relevant Code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.0.

Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

Premium Features of MunicodeNEXT

Custom Banner. We can customize the look and feel of your Code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the "OrdBank" tab.

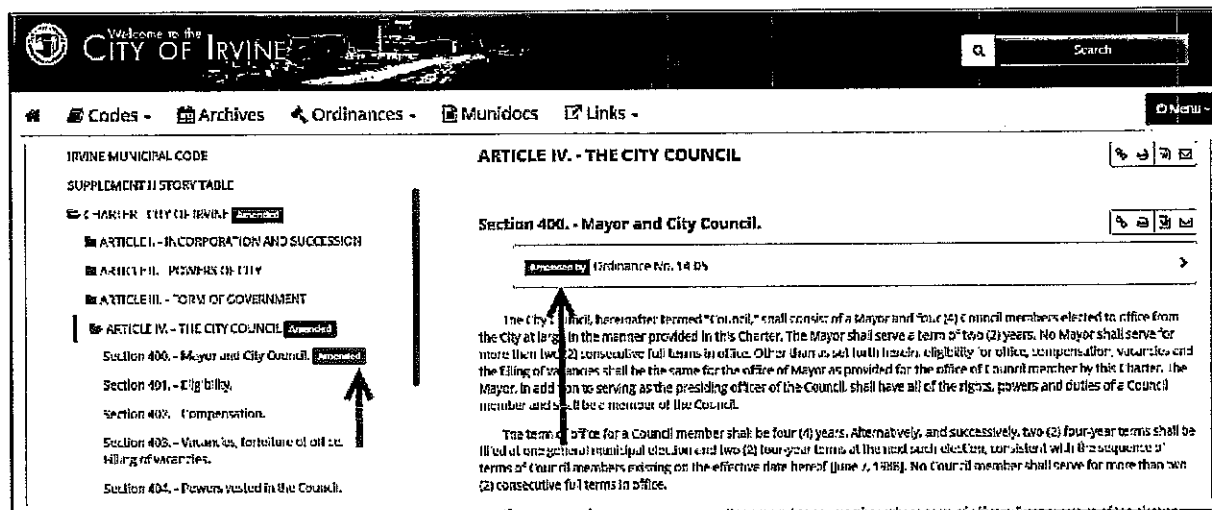
Hyperlinked ordinance in text

The screenshot shows the City of Arvada Code of Ordinances interface. The left sidebar lists various ordinance sections, including 'Sec. 102-161. Residential water fees within city.' and 'Sec. 102-161.5. Residential water fees within the Jefferson Center Metropolitan District...'. The main content area displays the text of Ordinance 102-161.5, which includes a list of hyperlinked ordinance numbers. A red box highlights a specific link: 'Ord. No. 4027, § 1, 10-16-2006; Ord. No. 4059, § 1, 11-9-2007; Ord. No. 4102, § 1, 1-17-2010; Ord. No. 4184, § 2, 10-9-2009; Ord. No. 4210, § 1, 1-11-2010; Ord. No. 4242, § 1, 1-11-2010; Ord. No. 4261, § 1, 10-25-2012; Ord. No. 4411, § 1, 10-21-2013; Ord. No. 4465, § 1, 7-22-2014, eff. 1-1-2015; Ord. No. 4524, § 1, 10-19-2015, eff. 1-1-2016'. Below the text, there is a section for 'Sec. 102-161.5. Residential water fees within the Jefferson Center Metropolitan District...' and a paragraph of text regarding intergovernmental agreements.

(One-Click access to the original ordinance in the OrdBank Repository)

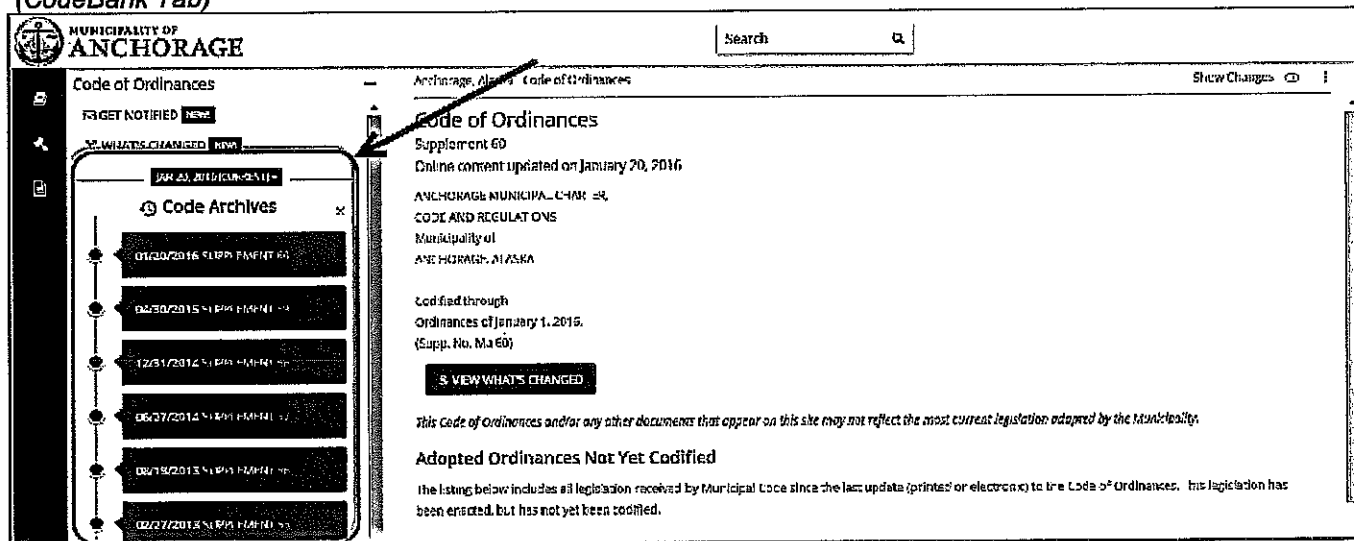
The screenshot shows the City of Arvada Code of Ordinances interface. The left sidebar lists various ordinance sections, including 'Ord. No. 4027', 'Ord. No. 4059', 'Ord. No. 4102', 'Ord. No. 4184', 'Ord. No. 4210', 'Ord. No. 4242', 'Ord. No. 4261', 'Ord. No. 4411', 'Ord. No. 4465', 'Ord. No. 4524'. The main content area displays the text of Ordinance 4027, titled 'COUNCIL BILL NO. 07 018 ORDINANCE NO. 4027'. The text includes the title 'AN ORDINANCE REGARDING VARIOUS SECTIONS OF CHAPTER 102, UTILITIES, OF THE ARVADA CITY CODE RELATING TO WATER, WASTEWATER AND STORMWATER FEES AND USAGE RATES' and the body text 'BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO: Section 102-161. Residential water fees within city - Amended of the Arvada City Code is hereby amended and shall read as follows: Sec. 102-161. Residential water fees within city: Water has the following residential tariffs within the geographic boundaries of the city as follows: (1) Sizing fee \$60.00 (2) Inspection fee a. 3/4" 1" and 1 1/2" \$45.00 b. 2" and larger meters \$90.00 (3) Fee determined from the following schedule: Type of household Amount per Day a. Single family \$10,000.00 b. Duplex \$2,500.00 c. Multi-family'. The text is presented in a clear, readable format with a table for the fee schedule.

OrdLink + OrdBank. Prior to incorporating the ordinances into your Code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your Code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your Code. Empower your staff and citizens to access every previous version of your Code with one click.

(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online Code and compare it to any other version of your online Code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the Code via "modified," "new" or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your Code that were implemented during the most recent update.

eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online Code is updated. This will empower your staff and citizens to receive instant notifications every time your online Code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

Get Notified

Filling out this form will allow you to receive an email notification every time select publications are updated.

Note: If you no longer wish to receive these notifications once signed up, you can unsubscribe via a link in the notification email.

Email:

Select One

- Unified Development Code
- Unified Development Ordinance
- Code of Ordinances

Sign up to be notified for all publications or narrow notifications to only one product.

Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the Code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)

The screenshot shows the 'Municipality of Anchorage' website. The 'Code of Ordinances' section is active, displaying a list of sections on the left and a detailed view of 'K. Licenses System' on the right. A 'Show Changes' button is highlighted in the top right corner of the content area. A callout box points to the 'Show Changes' button with the text: '(Show changes button and a custom banner are shown below)'. The page also features a search bar and a 'HELP' link.

(Show changes button and a custom banner are shown below)

The screenshot shows the 'Bonita Springs Florida' website. The 'Code of Ordinances' section is active, displaying a list of sections on the left and a detailed view of 'Code of Ordinances Supplement 2' on the right. A 'Show Changes' button is highlighted in the top right corner of the content area. A callout box points to the 'Show Changes' button with the text: '(Show changes button and a custom banner are shown below)'. The page also features a search bar and a 'HELP' link.

MuniDocs. (Upgrade anticipated to be complete by the end of 2018)

MuniDocs Upload allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users login, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users are able to pick from a list of predefined document types

Name

- Minutes
- Agendas
- Budgets
- Resolutions
- Applications
- Forms
- Policies
- Manuals
- Misc. Documents

Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.

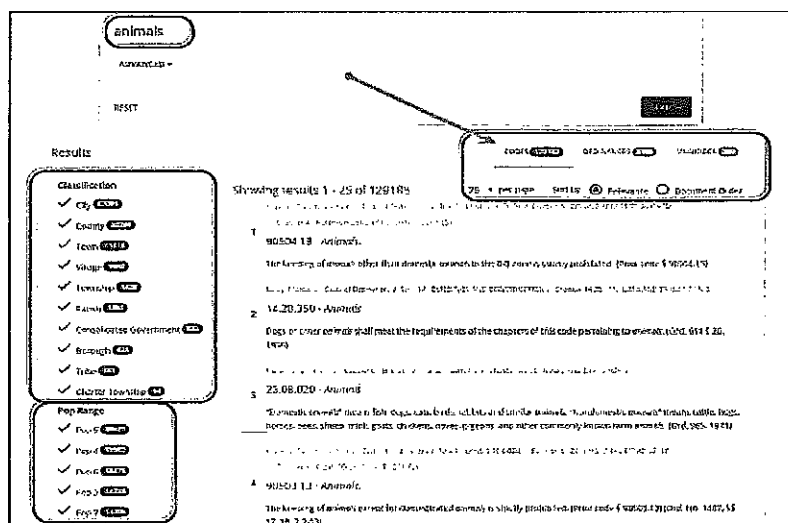
The screenshot shows the 'Ahoskie > Minutes' folder view in MuniDocs. A file upload dialog box is open, displaying the following information:

- Upload files** dialog box with a close button (X).
- Drop file(s) here or click to upload.
- Supported file types: doc, docx, pdf
- Max file size: 10 MB
- Success: All files uploaded
- RESET button
- Table with columns: Name, Size, Status
- Table content: One row with Name 'Ord, 2018-10E (4).pdf', Size '124 KB', and Status 'Uploaded'

The background interface includes a breadcrumb 'Ahoskie > Minutes', a 'Name' column header, a 'Sort Date' column header, and an 'UPLOAD FILES' button. A 'NEW FOLDER' button is also visible. The bottom left corner shows 'BACK TO DASHBOARD' and '© 2017 MuniCode'.

MuniPRO. MuniPRO Searching allows you to search the over 3,460 Codes we host (the entire country, a single state or individually selected Codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- 🔍 **Multiple Code Search.** Search all Codes within one state, multiple Codes within one state, or search all Codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- 🔍 **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- 🔍 **MuniPRO Notes.** Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- 🔍 **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



Additional Services Available from Municode

All additional services listed can be purchased under this contract. Pricing available upon request.

municodeWEB

MunicodeWEB - Government Website Development. Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.

When MunicodeWEB designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price. To learn more about MunicodeWEB, please visit <https://www.municode.com/>

municodeMEETINGS

MunicodeMEETINGS provides a cloud-based agenda meeting management system that enables our clients to save time and money by streamlining and automating the agenda process. With zero set-up requirements, minimal budget impact, built in automatic upgrades and internal and external IT support issues managed directly by Municode's expert team of web analysts and system developers, your staff will spend significantly less time on agenda management, while still maintaining total administrative control of your agenda packets.

MunicodeMEETINGS provides the highest level of government transparency to your citizens. We will show you how to live stream your meeting videos at no cost and can provide archived video and audio linking capabilities that will allow your constituents to access the exact point in the meeting video where a specific piece of business is discussed. You can take roll call and record votes live in the meeting – and legislators can also vote directly from their Mac, PC, iPad, or Android device!

Other benefits include agenda process visibility, easy agenda updates, approval workflow, live Council voting & roll call, Email notifications, a Unified Document Search and automated approval routing. When you are ready to publish your Agenda, our "single click publishing" will provide you with automatic agenda and packet creations. Watch MunicodeMEETINGS in action here: <https://municodemeetings.com/product/features/work-in-the-cloud/>

municodePAY

MunicodePAY offers a comprehensive, centralized electronic payment platform that includes a user-friendly citizen online portal that results in significant operational savings and improved customer retention. Your citizens will be able to pay their bills via the web, automated phone number or through your staff. Our platform is equipped with complete accounting and settlement functions that integrate with your CRM, finance and general ledger systems. Daily, weekly and monthly reports for easy tracking, and reconciliation of payments are available on demand in a variety of formats (including PDF, CSV and Excel).

With MunicodePAY, payments are collected faster, your operating procedures are simplified, and your citizens are happy. Currently, nearly 100 municipalities trust MunicodePAY to process over 10 million statements annually. Costs for these services are competitively priced and transaction based with low to no implementation costs. MunicodePAY also offers traditional **Statement Printing and Mailing** services, **Lock Box** Payment Processing Services and **Customer Call Center Outsourcing Solutions**. To learn more about MunicodePAY, please follow these links: <https://www.municode.com/#electronicpayments>, Demo: <https://vimeo.com/143619736>



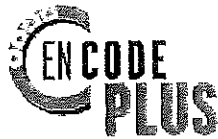
Municode Innovations (MCCI) understands the challenges organizations face every day with paper-based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCI is passionate about helping organizations run their office more efficiently – saving time, money and resources!

Please visit our website for more details about any of the services listed below: <https://www.mccinnovations.com/>

Enterprise Content Management Software and Services (Laserfiche). With more than 900 clients nationwide, MCCI is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services. Services include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCI provides the most powerful index retrieval search engine available.

JustFOIA helps agencies receive, track and report on open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.



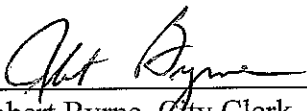
enCodePlus is a unique Internet-based document editing and presentation system used for authoring, displaying, and managing all aspects of land development regulations or zoning ordinances. Developed by community planners, **enCodePlus** assists in the creation of land development and zoning ordinances that are fully customizable, easy to navigate and rich with features including GIS interactive mapping, a "Land Use Look Up" tool, hyperlinking to outside resources, historical archiving and in-line graphics. From its humble beginnings as a stand-alone Windows PC program, **enCodePlus** has matured to meet the needs of an innovative and exacting group of land use code writers and their client communities. To learn more about how **enCodePlus** can be an economic driver for your municipality and positively impact the transparency and navigability of your zoning or land development ordinance, please visit this link: <http://www.encodeplus.com/>

DETERMINATION OF VALUE CERTIFICATION

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

1. As City Clerk of the City of Jersey City (City), I am responsible for the codification of the City's Ordinances and supplements thereto.
2. The City requires the services of a codifying company to prepare supplements to the City Code for ordinances enacted from August 1, 2018 through July 31, 2020.
3. N.J.S.A. 40A:11-5(1)(x) of the Local Public Contracts Law authorizes the award of contracts for printing, revising and codifying municipal ordinances without public advertising for bids and bidding therefor.
4. As Municipal Clerk for the City of Jersey City I recommend award of the contract to Municipal Code Corporation.
5. The term of the contract is two years effective as of August 1, 2018.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: JUL 03 2018


Robert Byrne, City Clerk

CONTRACT

This contract dated the _____ day of _____, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 (“City”) and Municipal Code Corporation, 1700 Capital Circle SW, P. O. Box 2235, Tallahassee, FL 32316 (“Contractor”)

I. Scope of Services

Contractor is hereby retained to:

- A. Perform codification services for City ordinances enacted from August 1, 2018 through July 31, 2020.
- B. The services Contractor will perform are more fully described in the proposal prepared by Contractor dated June 22, 2018 that is attached hereto as Exhibit A and incorporated herein by reference. In event that there is a conflict or discrepancy between the provisions of this Contract and the provisions of Contractor’s proposal, the provisions of this Contract shall govern.

II. Consideration

- A. For the above services, Contractor will be paid based on the following fee schedule:
 - 1. Supplement Service Base Page Rate:
 - a. Single Column (11 Point Times New Roman) \$ 19.50 per page
 - b. Base page rate includes:
 - (1) Acknowledgment of Material
 - (2) Data conversion, as necessary
 - (3) Editorial Work
 - (4) Proofreading
 - (5) Indexing
 - (6) Schedule as selected by Client, Currently Quarterly
 - (7) Updating Internet after supplementation
 - (8) Providing a PDF of each supplement

2. Additional Services that apply to Supplement Service:
 - a. Code on the Internet plus CodeBank
(August to July annual fee) \$ 900.00
 - b. Graphics and tabular matter; per graphic or table \$ 10.00
 - c. Blank Pages No Charge
 - d. Freight Actual freight
 - e. XML Export for integration with Spatial Data Logic,
Per delivery \$ 75.00
 - f. New Ordinances on the Web
(NOW - August to July annual fee) \$2,000.00
 - g. OrdBank, annual fee (August to July) \$1,000.00
 - h. OrdLink, annual fee (August to July) \$ 500.00
 - i. MuniDocs, annual fee (up to 50 documents updated
monthly) \$ 550.00
3. Payment for Supplement and Additional Services:
 - a. Invoices to be submitted upon shipment of
Project(s)/Supplement(s)
 - b. Payment of invoices to be made via Partial
Payment Vouchers
4. Total contract price shall not exceed \$50,000.00.

III. Term

The term of this Contract is two (2) years, commencing on August 1, 2018 and ending on July 31, 2020.

IV. Assignment

The services under this Contract shall be performed exclusively by Contractor. Contractor may assign work under this Contract to another party only with the approval of the City Clerk.

V. Termination of Contract

The City reserves the right to terminate this Contract at any time for any reason whatsoever. Upon termination, Contractor shall be paid for services due up to the date of termination. Thereafter, this Contract shall be null and void with no further rights or obligations emanating therefrom.

VI. Compliance With Equal Employment Opportunity/Affirmative Action Plan

- A. If the Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity and Affirmative Action provisions).

- B. This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity and Affirmative Action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit B summarizes the full, required regulatory text (Exhibit B and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).
- C. 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:
1. A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
 2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
 3. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Contractor, in accordance with N.J.A.C. 17:27-4.

VII. Compliance with Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractors are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the owner harmless.

VIII. New Jersey Business Registration Requirements

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

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

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

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

IX. Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

X. Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

XI. City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

XII. City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

Attest:

CITY OF JERSEY CITY

By: _____
Robert Byrne
City Clerk

By: _____
Brian D. Platt
Business Administrator

Witness:

MUNICIPAL CODE CORPORATION

By: _____

By: _____

EXHIBIT A

SUPPLEMENTATION QUOTATION SHEET FOR THE CITY OF JERSEY CITY, NEW JERSEY

Supplement Service Base Page Rate¹

Page Format	Base Page Rate
Single Column, 11-point Times New Roman font	\$19.50 per page

Base page rate above includes:

- ★ Acknowledgement of Material
- ★ Data conversion, as necessary
- ★ Editorial Work
- ★ Proofreading
- ★ Indexing
- ★ Schedule as selected by Client², Currently Quarterly
- ★ Updating Internet after supplementation
- ★ Providing a Supplement PDF copy

Services that apply to Supplement Service:

- | | |
|---|---------------------|
| ★ MunicodeNEXT/Code on Internet ³ + CodeBank (annually, August – July) | \$900 ⁴ |
| ★ OrdLink (annually, August – July) | \$500 |
| ★ OrdBank (annually, August – July) | \$1000 ⁵ |
| ★ New Ordinances on the Web, NOW service) (annually, August to July. | \$2,000 |
| ★ Graphics ⁶ & Tabular ⁷ matter, per graphic or table | \$10 |
| ★ Blank Pages | No Charge |
| ★ Freight ⁸ | Actual freight |
| ★ State Sales Tax | if applicable |
| ★ XML Export for integration with Spatial Data Logic, per delivery ⁹ | \$75 |

Additional Services

- | | |
|---|---------------------|
| MuniDocs (annually- up to 50 documents updated <u>monthly</u>)
(additional documents over 50 are invoiced at \$7.50 per document) | \$550 ¹⁰ |
| Administrative Support Fee | \$500 (Waived) |

Payment for Supplements and Additional Services - Invoices will be submitted upon shipment of project(s).

Optional Services (additional Premium Features) to add at an agreed upon price by both parties

- | | |
|--|---------------------|
| <input type="checkbox"/> CodeBank Compare + eNotify (annually, August – July) | \$250 ¹¹ |
| <input type="checkbox"/> MuniPRO, (annually, August to July, per each license) | \$95 |
| <input type="checkbox"/> MunicodeMEETINGS, (annually) No set-up fees. | \$8,000 |

¹ All prices quoted in this section may be increased no more frequently than annually in accordance with the Consumer Price Index – Internet Publishing and web search portals (NAICS 519130) as reported by US Department of Labor – Bureau of Labor Statistics.

² Schedule for Supplements can be weekly, biweekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic Updates can occur more frequently than printed Supplements.

³ Code on Internet = MunicodeNEXT Standard features as listed under the Scope of Services.

⁴ Code on the Internet fee is \$750 and CodeBank is \$150 for a total of \$900. OrdLink is an additional fee of \$500 annually.

⁵ OrdBank requires participation in NOW or OrdLink service.

⁶ Includes printing all copies. Additional \$15 fee if graphic includes color.

⁷ Tabular matter is defined as tables, Algebra formulae, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁸ Freight charges will only apply if the City orders printed copies of the Code or Supplements.

⁹ "delivery" is defined as making updated electronic data available to the Client on CD-ROM, FTP. Fee applies whenever updated content is delivered via one of the above-defined products.

¹⁰ To be decreased to \$300 upon introduction of MuniDocs upgrade, anticipated completion by end of 2018.

¹¹ Code on the Internet fee is \$750 and CodeBank is \$150 for a total of \$900.

**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 Municipal Code Corporation (name of business entity) has not made any reportable contributions in the **one-year period preceding June 2018 (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 Municipal Code Corporation (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: Municipal Code Corporation

Signed Blaine Click Title: CEO

Print Name: Blaine Click Date: 6/26/18

Subscribed and sworn before me
this 26th day of June, 2018.
My Commission expires:

Arnold E. Grant
(Affiant) **ARNOLD E. GRANT**
Notary Public - State of Florida
Commission # GG 118258
Expires 04/01/2020
Borded through National Notary Assn.
(Print name & title of Affiant) (Corporate Seal)

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

RECEIVED
2018 JUL - 2 A 11:24
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
K. Lawton Langford	5002 Brill Point, Tallahassee, FL 32312

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 CITY CLERK'S OFFICE
 JERSEY CITY, N.J.

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: Municipal Code Corporation
 Signature of Affiant: [Signature] Title: CFU
 Printed Name of Affiant: Blaine Click Date: 6/26/18

Subscribed and sworn before me this 26th day of June, 2018.

My Commission expires:

[Signature]
 (Witnessed or attested by)
 HAROLD E. GRANT
 Notary Public – State of Florida
 Commission # GG 118258
 My Comm. Expires Oct 20, 2021
 Bonded to: rough National Notary Assn.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Municipal Code Corporation		
Address:	P.O. Box 7735		
City:	Tallahassee	State: FL	Zip: 32316-7735

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Blaine Click Blaine Click CFO
 Signature Printed Name Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			
 			

Check here if the information is continued on subsequent page(s)

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 TREASURY CITY N.J.

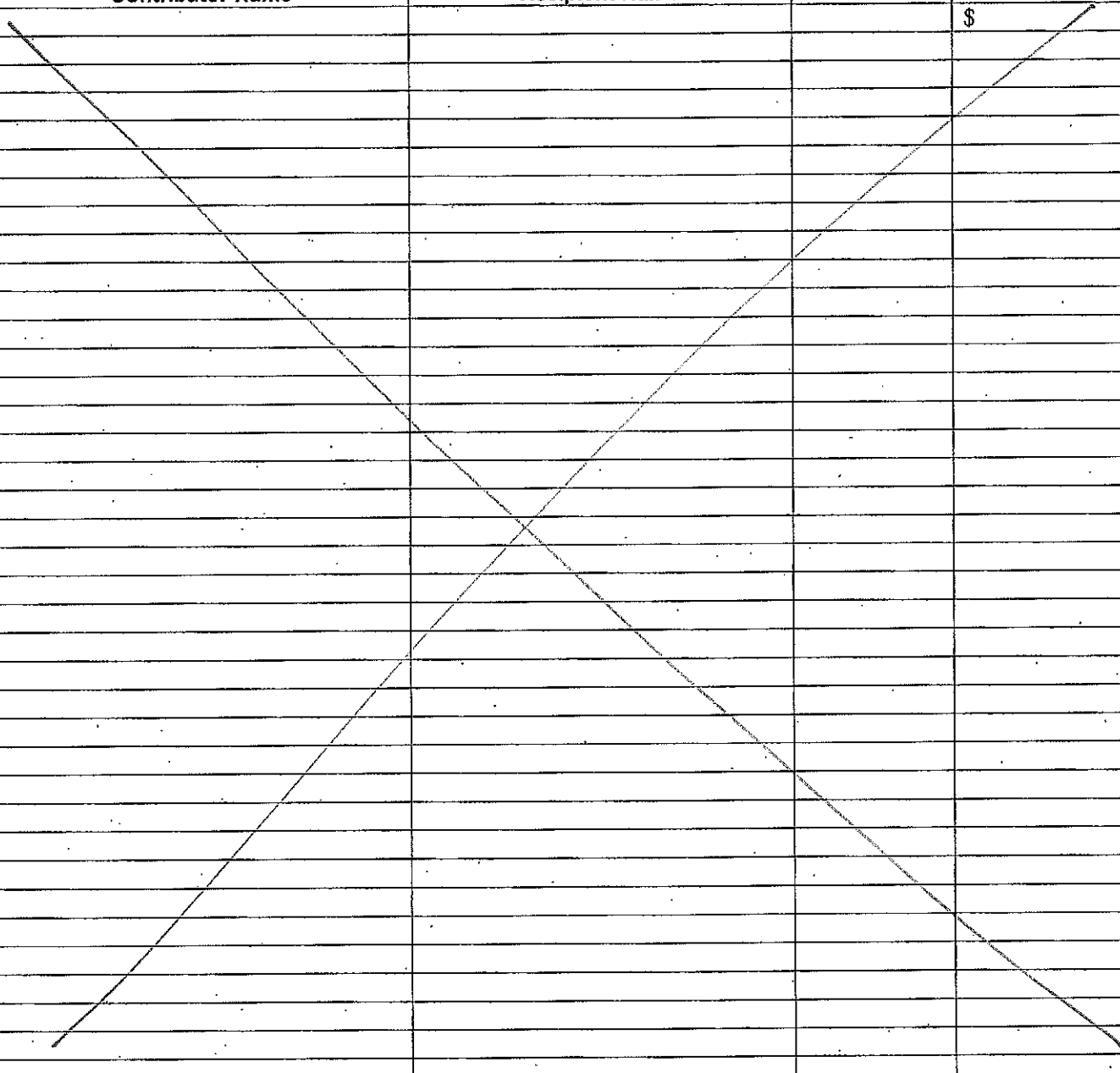
Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of ___

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			

Check here if the information is continued on subsequent page(s)

**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 : Municipal Code Corporation
Address : P.O. Box 1235, Tallahassee, FL 32310-1235
Telephone No. : (904) 576-3171
Contact Name : Steffanie Rasmussen, VP of Sales

Please check applicable category :

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

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JERSEY CITY, N.J.

**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.

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

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

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

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

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

Representative's Name/Title Print: Blaine Click, CFU
Representative's Signature: *Blaine Click*
Name of Company: Municipal Code Corporation
Tel. No.: (950) 570-3171 Date: 6/26/2019

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Blaine Click, CFO

Representative's Signature: *Blaine Click*

Name of Company: Municipal Cycle Corporation

Tel. No. (950) 576-3171 Date: 6/26/18

11/01/01

Taxpayer Identification# 590-649-026/000

Dear Business Representative:

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

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

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,



Patricia A. Chiacchio
Director, Division of Revenue

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:
MUNICIPAL CODE CORPORATION

TAXPAYER IDENTIFICATION#
590-649-026/000

ADDRESS
1700 CAPITAL CIRCLE SW
TALLAHASSEE FL 32310

EFFECTIVE DATE:
09/01/01

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#
0106069

ISSUANCE DATE:
11/01/01



Director, Division of Revenue

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

11/01/01

Taxpayer Identification# 590-649-026/000

Dear Business Representative:

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Sincerely,



Patricia A. Chiacchio
Director, Division of Revenue

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:
MUNICIPAL CODE CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#
590-649-026/000

CONTRACTOR CERTIFICATION#
0106069

ADDRESS
1700 CAPITAL CIRCLE SW
TALLAHASSEE FL 32310

ISSUANCE DATE:
11/01/01

EFFECTIVE DATE:
09/01/01



Director, Division of Revenue

FORM-BRC(08-01)

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

Amount of Sale	Tax to be Collected	Amount of Sale	Tax to be Collected
\$0.01 to \$0.10	None	\$5.91 to \$6.10	\$0.42
0.11 to 0.19	\$0.01	6.11 to 6.19	.43
0.20 to 0.32	.02	6.20 to 6.32	.44
0.33 to 0.47	.03	6.33 to 6.47	.45
0.48 to 0.62	.04	6.48 to 6.62	.46
0.63 to 0.77	.05	6.63 to 6.77	.47
0.78 to 0.90	.06	6.78 to 6.90	.48
0.91 to 1.10	.07	6.91 to 7.10	.49
1.11 to 1.19	.08	7.11 to 7.19	.50
1.20 to 1.32	.09	7.20 to 7.32	.51
1.33 to 1.47	.10	7.33 to 7.47	.52
1.48 to 1.62	.11	7.48 to 7.62	.53
1.63 to 1.77	.12	7.63 to 7.77	.54
1.78 to 1.90	.13	7.78 to 7.90	.55
1.91 to 2.10	.14	7.91 to 8.10	.56
2.11 to 2.19	.15	8.11 to 8.19	.57
2.20 to 2.32	.16	8.20 to 8.32	.58
2.33 to 2.47	.17	8.33 to 8.47	.59
2.48 to 2.62	.18	8.48 to 8.62	.60
2.63 to 2.77	.19	8.63 to 8.77	.61
2.78 to 2.90	.20	8.78 to 8.90	.62
2.91 to 3.10	.21	8.91 to 9.10	.63
3.11 to 3.19	.22	9.11 to 9.19	.64
3.20 to 3.32	.23	9.20 to 9.32	.65
3.33 to 3.47	.24	9.33 to 9.47	.66
3.48 to 3.62	.25	9.48 to 9.62	.67
3.63 to 3.77	.26	9.63 to 9.77	.68
3.78 to 3.90	.27	9.78 to 9.90	.69
3.91 to 4.10	.28	9.91 to 10.10	.70*
4.11 to 4.19	.29	Over \$10	.70*
4.20 to 4.32	.30	Over \$20	1.40*
4.33 to 4.47	.31	Over \$30	2.10*
4.48 to 4.62	.32	Over \$40	2.80*
4.63 to 4.77	.33	Over \$50	3.50*
4.78 to 4.90	.34	Over \$60	4.20*
4.91 to 5.10	.35	Over \$70	4.90*
5.11 to 5.19	.36	Over \$80	5.60*
5.20 to 5.32	.37	Over \$90	6.30*
5.33 to 5.47	.38	Over \$100	7.00*
5.48 to 5.62	.39	Over \$200	14.00*
5.63 to 5.77	.40	Over \$300	21.00*
5.78 to 5.90	.41	Over \$400	28.00*

* On amounts above \$10.00, the tax shall be \$0.07 on each full dollar of the amount of sale, plus the tax on each part of a dollar in excess of a full dollar in accordance with the above formula. ST-75 (7-06)

NOTICE: The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:

- Collect N.J. State Sales Tax
- Issue N.J. Resale Certificates (ST-3)
- Issue N.J. Exempt Use Certificates (ST-4)

The Resale and Exempt Use Certificates can be found at: <http://www.nj.gov/treasury/taxation/pmtsale.shtml>

You must have a valid N.J. Sales Tax Certificate to collect Sales Tax or issue certificates.

If you are not subject to collect N.J. Sales Tax but need to issue Resale or Exempt Use Certificates, you can request to be placed on a "Non-reporting Basis". To be placed on a "Non-reporting Basis" you must complete Form ST-6205. This form can be obtained by downloading it at:

http://www.nj.gov/treasury/taxation/pdf/other_forms/sales/c6205st.pdf or by calling (609) 292-9292.

This Certificate of Authority (CA-1) must be displayed at your place of business. 590-649-026/000

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX

pursuant to **N.J.S.A. 54:32B-1 ET SEQ.**

This authorization is good ONLY for the named person at the location specified herein. This authorization is null and void if any change of ownership or address is effected.

MUNICIPAL CODE CORPORATION
1700 CAPITAL CIRCLE SW
TALLAHASSEE FL 32310-9250

Tax Registration No.: **xxx-xxx-026/000**

Tax Effective Date: **10-01-11**

Document Locator No.: **C0000388646**

Date Issued: **05-04-16**

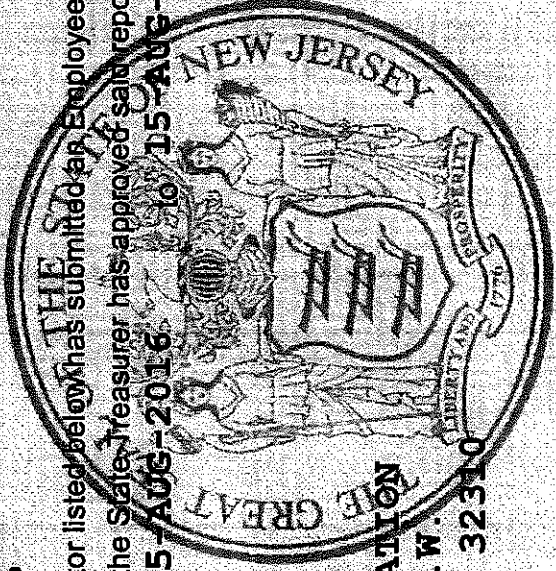
Acting Director, Division of Taxation

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

Certification 24167

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2016** to **15-AUG-2019**



**MUNICIPAL CODE CORPORATION
1700 CAPITAL CIRCLE S.W.
TALLAHASSEE FL 32310**

Ford M. Scudder

**FORD M. SCUDDER
State Treasurer**

Certification 24167

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2016** to **15-AUG-2019**

MUNICIPAL CODE CORPORATION
1700 CAPITAL CIRCLE S.W.
TALLAHASSEE FL 32310



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

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

City Clerk File No. Res. 18-695

Agenda No. 10.Z.21

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO VESTA HOUSING SOLUTIONS, LLC FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF A FLEET MODULAR BUILDING THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Houston-Galveston Area Council Cooperative Purchasing is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 13.769 approved on November 13, 2013 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Houston-Galveston Area Council Cooperative Purchasing Program; and

WHEREAS, a fleet modular building is needed by the Department of Public Safety, Division of Fire; and

WHEREAS, the Houston-Galveston Area Council Cooperative Purchasing awarded HGAC-Buy contract MB11-16 to Vesta Housing Solutions LLC, for a fleet modular building that the City desires to purchase; and

WHEREAS, the Department of Public Safety, Division of Fire, wishes to purchase a fleet modular building from Vesta Housing Solutions LLC, 335 East Maple Road, Suite 200, Birmingham, Michigan 48009; and

WHEREAS, the total amount of the contract is \$134,000.00; and

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

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

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

1. A contract in the amount of \$134,000.00 is awarded to Vesta Housing Solutions, LLC for the purchase, delivery and installation of a fleet modular building.
2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
3. The term of the contract will be completed upon the delivery of the goods or services.

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO VESTA HOUSING SOLUTIONS, LLC FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF A FLEET MODULAR BUILDING THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

- 4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

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

Capital Account	PO #	Amount
04-215-55-899-990	129773	\$134,000.00

Approved: Peter Folgado July 3, 2018
 Peter Folgado, Director of Purchasing, Date
 QPA, RPPO

PF/pv/RR
 7/3/18
 smk
 7/9/18

APPROVED: _____
 APPROVED: James Coleman
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

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 AWARD OF A CONTRACT TO VESTA HOUSING SOLUTIONS, LLC FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF A FLEET MODULAR BUILDING THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Initiator

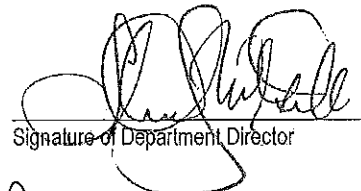
Department/Division	Public Safety	Fire and Emergency Services
Name/Title	Steven McGill	Chief of the Department
Phone/email	201-547-4262	sjmcgill@njjeops.org

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

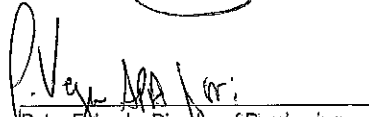
Resolution Purpose

Due to the closing of the firehouse located at 200 Sip Avenue, an alternative facility is needed to house fire department members who response in that area. The firehouse was closed in April for a total renovation, with a contracted completion date of one year with possible extensions for completion. Proper housing with office space, living quarters and a communal space are required in order to provide consistent fire protection coverage for the area in and around Journal Square and the central west side of the city. These modular housing units will be used until the completion of the Sip Avenue firehouse. The units will be located at the western foot of Sip Avenue at Rt. 440 in a city-owned lot which has been prepared for the installation. This is an emergency situation due to having to place both fire apparatus housed at Sip Avenue off duty for the is no room to house them or the fire department members elsewhere.

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/3/18
Date


Peter Figado, Director of Purchasing
RPPO, QPA

7/3/18
Date



Vendor Contacts by Contract

Select a Contract to See a List of Contractors From That Contract

MB11-16 - Modular Buildings & Shelters ▼

Filter by Name:

Vendor Name	First Name	Last Name	Email	Phone
Aries Building Sysems, LLC	Christopher	Brewer	chrisbrewer@me.com	832-496-7879
Aries Building Sysems, LLC	Kim	Robinson	krobinson@ariesbuildings.com	817-964-4752
Aries Building Sysems, LLC	Mike	Bollero	mbj@ariesbuildings.com	832-496-7879
Ground Force Building Systems, LLC	Kenneth	Neatherlink	kenneth@gogroundforce.com	936-825-2533 x104
Ramtech Building Systems, Inc.	Bill	Barron	bbarron@ramtechgroup.com	817-473-9376

Vendor Name	First Name	Last Name	Email	Phone
Ramtech Building Systems, Inc.	Jeff	Ward	jward@ramtechgroup.com	800-568-9376
Ramtech Building Systems, Inc.	Linc	Moss	lmoss@ramtechgroup.com	817-473-9376
Vesta Housing Solutions, LLC	Daniel	McMurtrie	dmcmurtrie@vestamodular.com	248-225-3889
Vesta Housing Solutions, LLC	Whatley	Law	Wlaw@vestamodular.com	904-610-9902

News & Events

Contractor Orientation (/events/event-details.aspx?eventid=35)

Join us for a Contractor Orientation Webinar (/events/event-details.aspx?eventid=35)

The orientation will discuss:

- Our cooperative environment
 - Requirements for Member participation
 - Preparing Contract Pricing Worksheets
 - Purchase orders and Order Confirmations
 - Quarterly Activity Reporting
- (<https://www.addtoany.com/share?url=http%3A%2F%2Fwww.hgacbuy.org%2Fdefault.aspx&title=Vendor%20Contacts%20by%20Contract%20-%20HGACBuy>)

End User Orientation (/events/event-details.aspx?eventid=36)

Clarifications:

- Delivery assumes building current location is in Hammonton, NJ.
- Pricing based upon and derived from VESTA's current Houston Galveston Area Cooperative (HGAC) contract schedules for portable modular buildings.
- Installation assume floor height not to exceed 36" above finish grade
- Costs for delivery, installation, decks, steps, and ramps are not included unless indicated above. Delivery and installation costs, if applicable, are valid for 30 days, may require a deposit and must be paid upon completion.
- After acceptance, building is accepted "as is" with no warranties, express or implied. All warranties of merchantability or fitness for particular use are disclaimed.
- Excludes dumpsters, port-a-johns and temporary utility
- Exclude all permit fees, soil test fees, payment and performance bonds and builders risk insurance
- Excludes canopies, side drop panels, steps, ramps and rails. See Steps/Ramps pricing.
- Excludes fire alarm, low voltage and fire suppression
- Excludes plumbing and electrical intermodular connections and lines connection to electric, water and sanitary mains
- Excludes the relocation of any underground utilities that may interfere with VESTA Scope of Work.
- Excludes the excavation and removal of classified fill for foundations only. VESTA shall not be responsible for any environmental and/or subsurface conditions.
- Site security, if necessary, by Owner.
- Proposed buildings do not include exterior, fire-rated assemblies if required due to the location of the modular units relative to the existing building or property lines, if required. VESTA Modular can provide as a change order to the contract.
- Dewatering of subsurface water, if required, may be a change order to the contract.
- Customer to provide a suitable staging area for the delivery of the modular units to the site.
- Customer to provide obstruction free truck access to the site and properly graded site for unit's installation.
- Customer is responsible for all required permits and approvals for delivery, installation and use of the equipment.
- VESTA subcontractors will exercise care in the performance of their Work. If damage to asphalt, concrete or other site damage occurs due to site conditions at the time of delivery and installation of the modules by truck, all site restoration will be the responsibility of the Owner.
- State and local sale taxes are not included and are Customer's responsibility upon demand if applicable.
- This proposal is subject to the parties executing a contract with mutually agreeable terms and conditions.
- This proposal, in its entirety, shall be included and made part of any Contract resulting from this proposal.
- All proposals and quotes are subject to VESTA customer credit approval and inventory available at the date of Contract.
- This Proposal is based solely upon the Scope of Work contained herein. Any work or modifications not specified herein will be considered extras and will be a change order to the Contract. Change order Work to proceed after Lessee's written acceptance.
- Payment term is payment in full within 30 days after install is complete.



www.VESTAModular.com

July 2, 2018 v.5

Modular Building Sale Proposal

Project Name: Jersey City Fire Department—Temporary Bunk House
Location: Jersey City, NJ
Module Info: MO202 (36' x 60')

VESTA Modular is pleased to present the following preliminary budget for consideration of the modular solution as discussed. Utilizing one of our fleet modular buildings, below is the pricing for consideration. The pricing provides the sale pricing on the buildings, along with pricing for delivery, installation, skirting, teardown, and steps/awning pricing.

Modular Building Scope of Work & Pricing:

1. VESTA’s modular building Assets #MO202 which is to be reconfigured and modified to the attached floor plan.
2. Transportation of Modular Units to Project Site located at Jersey City, NJ
3. Installation of Modular Units
 - Includes: setting of modules on block piers above grade, structural connections, skirting, exterior dry-in of modules, exterior and interior mate-line finishes.

MO202 (36' x 60' Office) Sale Pricing and Options

<u>Sale, Delivery & Install Pricing:</u>	\$125,100	(Includes skirting)
<u>Metal Steps/Ramps (Non-ADA)</u>	\$8,900	2 - 35" ADA/IBC Steps w/ 5'4" x 5'4"
Platform, attached to ABS pads; Delivery and Install; PE stamped Drawings. Exclude concrete piers, if concrete piers are required Change Order will be submitted.		
<u>Total:</u>	\$134,000	

Thank you for considering the VESTA Modular Solutions, and please don't hesitate to reach out with any questions or additional clarifications as needed.

Sincerely,

/s/ Chris Orlovsky

Christopher Orlovsky

*Clarifications on next page



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: VESTA HOUSING SOLUTIONS LLC
Trade Name:
Address: 335 E MAPLE ROAD, STE 200
BIRMINGHAM, MI 48009
Certificate Number: 2046003
Effective Date: May 24, 2016
Date of Issuance: July 03, 2018

For Office Use Only:

20180703083550402

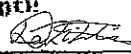
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

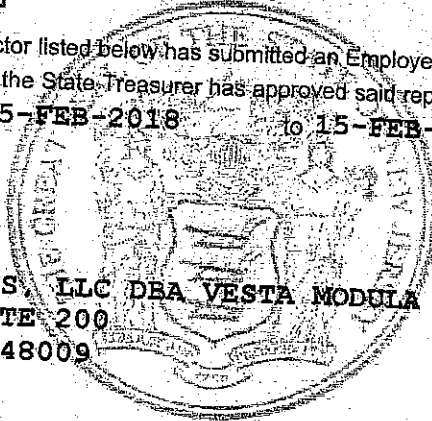
It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees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

Representative's Name/Title Printed: Daniel C. McMurtrie, CEO
Representative's Signature: 
Name of Company: Vesta Housing Solutions, LLC
Tel. No.: 800-761-7264 Date: 5/14/2018

Certification 58647

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2018** to **15-FEB-2025**



VESTA HOUSING SOLUTIONS, LLC DBA VESTA MODULA
335 E. MAPLE ROAD, SUITE 200
BIRMINGHAM MI 48009

Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
Acting State Treasurer

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

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

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

Business Name : Vesta Housing Solutions, LLC
Address : 335 E. Maple Road, Suite 200, Birmingham, MI 48009
Telephone No. : 800-761-7264
Contact Name : Christine Hordeman, Director of Operations

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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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: Vesta Housing Solutions, LLC
Address: 335 E. Maple Road, Suite 200, Birmingham, MI 48009
Telephone No.: 800-761-7264
Contact Name: Christine Hordeman, Director of Operations

Please check applicable category:

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

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

Part I – Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Franz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
Daniel C McMurtre	5215 N Meadow Ct., Ann Arbor, MI 48105
William Hall	3306 Country Creek, Oakland Twp, MI 48306
Soaring Pine Capital Growth Fund, LLC	159 Pierce St., Birmingham, MI 48009
Wells Fargo Central Pacific Holdings, Inc.	2730 Gateway Oaks Dr., Ste. 100, Sacramento, CA 95833

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: Vesta Housing Solutions, LLC
 Signature of Affiant: [Signature] Title: CEO
 Printed Name of Affiant: Daniel C McMurtre Date: 5/15/2018

Subscribed and sworn before me this 15th day of May, 2018.

My Commission expires:
 September 17, 2020

[Signature]
 (Witnessed or attested by)
ADRIENE N HAYES
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES SEPT. 17, 2020

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

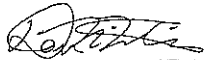
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Vesta Housing Solutions, LLC		
Address:	335 E. Maple Road, Suite 200		
City:	Birmingham	State:	MI
		Zip:	48009

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Daniel C. McMurtrie	CEO
Signature	Printed Name	Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A	N/A		\$

Check here if the information is continued on subsequent page(s)

**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 Vesta Housing Solutions, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 5/14/18 (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 Vesta Housing Solutions, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Vesta Housing Solutions, LLC

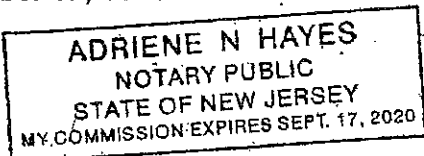
Signed: [Signature] Title: CEO

Print Name: Daniel C. McMurtre Date: 5/14/2018

Subscribed and sworn before me
this 14 day of May, 2018

My Commission expires:
September 17, 2020

[Signature]
(Affiant)
Adriene N. Hayes, Administrative Specialist
(Print name & title of affiant) (Corporate Seal)



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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

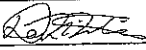
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): Daniel C. McMurtrie, CEO

Representative's Signature: 

Name of Company: Vesta Housing Solutions, LLC

Tel. No.: 800-761-7264

Date: 5/14/2018

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

City Clerk File No. Res. 18-696

Agenda No. 10.Z.22

Approved: JUL 18 2018

TITLE:



RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF COMMUNICATIONS & TECHNOLOGY COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)

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

WHEREAS, the need for constant and reliable communications for the safety of the citizens of Jersey City exists; and

WHEREAS, the success of the Jersey City Department of Public Safety Computer Aided Dispatch ("CAD") System is dependent upon the support and enhancement of its software; and

WHEREAS, the services required are special in nature based upon the unique hardware/software environment utilized in the Jersey City Department of Public Safety; and

WHEREAS, ASTRA Software Corporation, 19421C Liverpool Parkway, Cornelius, North Carolina 28031 has agreed to provide these services for one year in the manner specified by the Jersey City Department of Public Safety for the amount of Twenty Three Thousand One Hundred and Seventy Five dollars; and

WHEREAS, the contract is effective June 1, 2018 through May 31, 2019; and

WHEREAS, the amount of Twenty Three Thousand One Hundred and Seventy Five dollars (\$23,175.00) is available in the 2018 budget Account **01-201-25-271-314**; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-5 (1)(dd)) authorizes this contract award without public bidding because this contract provides for the support and maintenance of proprietary computer software already owned by the City of Jersey City ("City"); and

WHEREAS, the City and its governing body find the award of this contract to be in the best interests of the City; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay to Play Law); and

WHEREAS, the Public Safety Director has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that contractor 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 contractor from making any reportable contributions during the term of the contract; and

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

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

TITLE:

RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE FIRE DEPARTMENT COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)

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

1. A award in the amount of \$23,175.00 and for a term effective as of June 1, 2018 and ending on May 31, 2019 is ratified with Astra Software Corporation to support and maintain the hardware/software of the Computer Aided Dispatch System and the Purchasing Agent is directed to have such a contract drawn up and executed;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1) (dd);
3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A: 5-1 et seq; and
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of compliance with the City's Contractor Pay-to Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1, et seq

Department of Public Safety/Division of Communication & Technology
 Acct. No. 18-01-201-25-271-314 P.O. # 129729 Amt: \$23,175.00

APPROVED: Jerome Cole
 APPROVED: John Conahan
 Business Administrator

APPROVED AS TO LEGAL FORM RR 7-2-18
[Signature]
 Corporation Counsel

Certification Required
 Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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]
 Orlando 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 RATIFYING THE AWARD OF A CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF COMMUNICATIONS & TECHNOLOGY COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)

Initiator

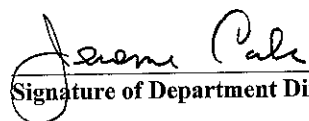
Department/Division	PUBLIC SAFETY	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njcps.org

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

Resolution Purpose

Annual Support and Maintenance of the Fire CAD & RMS software.

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date 6/18/18

Signature of Purchasing Director

Date

DETERMINATION OF VALUE CERTIFICATION

James Shea., of full age, hereby certifies as follows:

1. I am the Director of Public Safety of the City of Jersey City (Division of Fire).
2. Attached to this Certification is a Resolution for maintenance and repairs to the ASTRA Software utilized by the Jersey City Fire Department.
3. The term of the contract is June 1, 2018 to May 31, 2019.
4. The amount of the contract is \$23,175.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the Foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 6/25/18


James Shea, Director

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

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

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

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

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

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

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

Representative's Name/Title Print: MARK WELT / PRESIDENT
Representative's Signature: Mark Welt
Name of Company: ASTRA SOFTWARE CORP
Tel. No.: 704/896-3503 X106 Date: 4/26/19

(Revised April 2013)

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

EXHIBIT A
N.J.S.A. 10:5-36 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): MARK WELT / PRESIDENT

Representative's Signature: Mark Welt

Name of Company: ASTRA SOFTWARE CORP

Tel. No.: 204/896-3505 x106 Date: 5/1/18

**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 : ASTRA SOFTWARE CORP
Address : 18127 W. CATAWBA AVE, CORNELIUS, NC 28031
Telephone No. : 704/896-3505 X106
Contact Name : MARK WELT

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

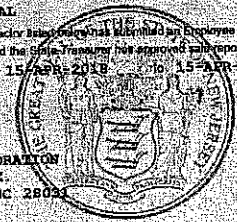
OFFICE OF EQUAL OPPORTUNITY COPY

Certification 46597

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 APR 2018 to 15 APR 2025.



ASTRA SOFTWARE CORPORATION
18127 W. CATANBA AVE.
CORNELIUS NC 28031

Ford M. Scudder
FORD M. SCUDDER
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

ASTRA SOFTWARE CORP

TRADE NAME:

ADDRESS:

18127 W CATAWBA AVE
CORNELIUS NC 28031

SEQUENCE NUMBER:

1264653

EFFECTIVE DATE:

09/14/06

ISSUANCE DATE:

09/14/06

Acting Director
New Jersey Division of Revenue

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	ASTRA SOFTWARE CORP		
Address:	18127 W. CATAWBA AVE		
City:	CORNELIUS	State:	NC
Zip:	28031		

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Mark Welt

Signature

MARK WELT

Printed Name

PRESIDENT

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount \$

Check here if the information is continued on subsequent page(s)

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

Part I - Vendor Affirmation

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

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

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

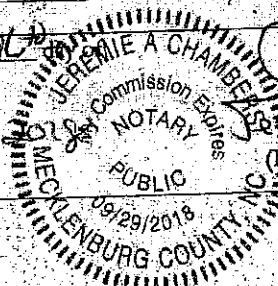
Name of Stock or Shareholder	Home Address
SUSAN WELT	18427 PENINSULA COVE LN CORNELIUS, NC 28031

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: ASTRA SOFTWARE Corp
 Signed: Mark Welt Title: President
 Print Name: MARIS WELT Date: 5/16/18

Subscribed and sworn before me this 16 day of MAY, 2018
 My Commission expires: 09.29.2018



Jeremie A. Chamberlain (Affiant)
Jeremie A. Chamberlain, Notary Public (Print name & title of affiant) (Corporate Seal)

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ASTRA SOFTWARE CORP (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: ASTRA SOFTWARE CORP

Signed Mark A. Welt Title: PRESIDENT

Print Name MARK WELT Date: 5/16/18

Subscribed and sworn before me
this 14th day of May, 2018.
My Commission expires: 09/29/2018

Jeremie A. Chambers
(Affiant)
Jeremie A. Chambers, Notary Public
(Corporate Seal)
JEREMIE A. CHAMBERS
NOTARY PUBLIC
MECKLENBURG COUNTY, NC
09/29/2018

**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.

NEW JERSEY FACILITY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY _____ 2. TYPE OF BUSINESS
 1. MFG 2. SERVICE 3. WHOLESALE
 4. RETAIL 5. OTHER _____ 3. TOTAL NO. EMPLOYEES BY THE ENTIRE COMPANY **3**

4. COMPANY NAME **ASTRA SOFTWARE CORP**

5. STREET **1817 W. CATAWBA AVE** CITY **CORNELIUS, NC** STATE **NC** ZIP CODE **28031**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) _____ CITY _____ STATE _____ ZIP CODE _____

7. CHECK ONE IN THE COMPANY: SINGLE-ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER
 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ _____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT _____

10. PUBLIC AGENCY AWARDED CONTRACT _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____
CITY OF JERSEY CITY HUDSON NJ 07902

11. DATE RECEIVED _____ INVALID DATE _____ ASSIGNED CERTIFICATION NUMBER _____

SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (COL. 2+3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMEX. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMEX. INDIAN	ASIAN	NON MIN.
Officials/Managers	2	1	1					2					2
Professionals	1	1						1					1
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	3	2	1					3					3
Total employment from previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
 1. Visual Survey 2. Employment Record 3. Other (Specify) _____

13. DATES OF PAYROLL PERIOD LISTED
 From _____ To _____

14. IS THIS THE FIRST Employee Information Report Submitted?
 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED
4/26/17
 MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

14. NAME OF PERSON COMPLETING FORM (Print or Type) **MARK WELT** SIGNATURE *Mark Welt* TITLE **President** DATE **5/1/18**
 MO. DAY YEAR

17. ADDRESS NO. & STREET **1817 W. CATAWBA AVE, CORNELIUS, NC 28031** CITY **CORNELIUS, NC** STATE **NC** ZIP CODE **28031** PHONE (AREA CODE, NO. EXTENSION) **704/896-3505**

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

City Clerk File No. Res. 18-697

Agenda No. 10.Z.23

Approved: __

TITLE: **WITHDRAWN**



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ADAPTIVE DIGITAL SYSTEMS INC. FOR THE PURCHASE AND DELIVERY OF AUDIO/VIDEO RECORDER CAMERAS FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, audio/video recording cameras are needed for covert operations conducted by the Police Division; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes, including one from Adaptive Digital Systems Inc. (Contractor), 20322 SW Acacia Street, Newport Beach, California 92660 in the total amount of twenty one thousand, six hundred twenty five dollars (\$21,625.00); and

WHEREAS, the Purchasing Director believes the proposal of Contractor attached hereto, to be most advantageous, price and other factors considered; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Police Division has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the Contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the Contractor from making any reportable contributions during the term of the contract; and

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

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

WHEREAS, funds are available for this contract in the **Operating Account**:

Account	PO #	Total Contract
01-201-25-240-218	129616	\$21,625.00

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

1. A contract award to Adaptive Digital Systems Inc. in the amount of \$21,625.00 for the purchase of audio/visual recording cameras is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. Upon certification by an official or employee of the City authorized to administer the contract, the services have been performed and that the requirements of the contract met, then payment to the Contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continue on page 2)

City Clerk File No. Res. 18-697

Agenda No. 10.Z.23

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ADAPTIVE DIGITAL SYSTEMS INC. FOR THE PURCHASE AND DELIVERY OF AUDIO/VIDEO RECORDER CAMERAS FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE DIVISION

- 4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

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

Account	PO #	Total Contract
01-201-25-240-218	123616	\$21,625.00

Approved by: Peter Folgado, Director of Purchasing,
QPA, RPPD

6/29/18
Date

PF/py/JMD
6/14/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

*B.R.
7-2-18*

APPROVED: _____

Business Administrator

Certific

Not Re

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ADAPTIVE DIGITAL SYSTEMS INC. FOR THE PURCHASE AND DELIVERY OF AUDIO/VIDEO RECORDER CAMERA FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE DIVISION

Initiator

Department/Division	JERSET CITY PUBLIC SAFETY	POLICE
Name/Title	TAWANA MOODY	DIVISION DIRECTOR
Phone/email	201-547-3769	TMOODY@NJJCPS.ORG

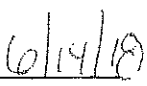
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

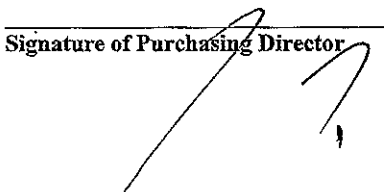
Resolution Purpose

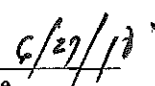
To "Specialized surveillance equipment employed in various investigative techniques"

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date


Signature of Purchasing Director


Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ADAPTIVE DIGITAL SYSTEMS, INC

Trade Name:

Address: 2442 DUPONT DR
IRVINE, CA 92612-1523

Certificate Number: 1044516

Effective Date: February 18, 2004

Date of Issuance: June 08, 2018

For Office Use Only:

20180608122138858



5/10/18

Mr. John Gikas
FBI

Dear Mr. Gikas:

Per your request this is a quote for the covert recorder

<u>ITEM</u>	<u>DESCRIPTION</u>		<u>COST</u>
NANO-RAVEN	8 hr, 30 f/sec, video/audio New, very low light NIKON button camera, that has a head attachment and an audio		1,250
RAVEN-EYE2L	New, very low light 8 hr, 30 f/sec recorder with the 4 in 1 VERSA camera, that has a black, white, t attachment		
NANO-WATCH	Covert watch audio recorder	\$3,280	1 \$3,280
NANO-PENDANT	Covert Pendant audio recorder	\$2,970	1 \$2,970
	Shipping		N/C

*Did we verify
CSA
components?
This item or
approved source?*

I'm assuming that the watch and Pendant are for ladies. If otherwise please specify on the PO.

If you need more data please don't hesitate to call on me.

Sincerely,

Attila W. Mathe

Patricia Vega

From: Patricia Vega
Sent: Tuesday, June 19, 2018 12:36 PM
To: 'jessica.faustino@soncellna.com'; 'krista.abercrombie@soncellna.com'
Subject: Quote Request - GSA contract
Attachments: nano raven.pdf
Importance: High

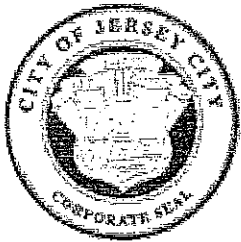
GSB

Good afternoon,

Please quote under GS-07F-0231L schedule 84.

Thank you

Warm regards,



Division of Purchasing
Patricia M Vega, Assistant Director
394 Central Ave, 3rd Floor
Jersey City, NJ 07307
t: 201.547.4278 e: vegap@jcnj.org

QUOTATION ANALYSIS SHEET

DATE	6/8/2018	VENDOR NAME		ADAPTIVE		ATLANTIC		GALLS	
REQ. NO.	R 0183888			DIGITAL		TECH			
DIV/DEPT	POLICE			UNIT	EXT	UNIT	EXT	UNIT	EXT
ITEM #	DESCRIPTION	QTY	UNIT	COST	AMT	COST	AMT	COST	AMT
1	RAVEN EYE2L	1	EA	\$5,125.00	\$5,125.00	\$0.00	\$0.00	\$0.00	\$0.00
2	NANO-RAVEN	2	EA	\$5,125.00	\$10,250.00	\$0.00	\$0.00	\$0.00	\$0.00
3	NANO WATCH	1	EA	\$3,280.00	\$3,280.00	\$0.00	\$0.00	\$0.00	\$0.00
4	NANO PENDANT	1	EA	\$2,970.00	\$2,970.00	\$0.00	\$0.00	\$0.00	\$0.00
5			EA		\$0.00		\$0.00		\$0.00
6	SEE E-MAILS NO BIDS FROM		EA		\$0.00		\$0.00		\$0.00
7	ATLANTIC TACTICAL VINCENT BIONDO JR		EA		\$0.00		\$0.00		\$0.00
8			EA		\$0.00		\$0.00		\$0.00
9	ADORAMA JANELLE RYAN		EA		\$0.00		\$0.00		\$0.00
10			EA		\$0.00		\$0.00		\$0.00
11	GALLS MICHAEL BLANTON		EA		\$0.00		\$0.00		\$0.00
12			EA		\$0.00		\$0.00		\$0.00
13			EA		\$0.00		\$0.00		\$0.00
14			EA		\$0.00		\$0.00		\$0.00
15			EA		\$0.00		\$0.00		\$0.00
SUB-TOTAL					\$21,625.00		\$0.00		\$0.00
SHIPPING/HANDLING					\$0.00		\$0.00		\$0.00
TOTAL					\$21,625.00		\$0.00		\$0.00

BUYER'S NOTES:

Louis Strikowsky

From: Louis Strikowsky
Sent: Friday, May 11, 2018 3:20 PM
To: Monique M. Burgess
Subject: RE: Re:
Attachments: 2018_05_10_09_56_44.pdf; gikas\$.doc; SOLE SOURCE 2018.doc

Please review this requisition the nano and raven items are covert recording equipment that are a sole source items
Therefore items these items need to be separate from the Blackhawk items
Please let this office know what items to keep on r 0183315 and issue a new req for the other items
Thanks louis

WHAT WE JUST SPOKE ABOUT

Thanks

Louis Strikowsky, Buyer



City of Jersey City
Division of Purchasing
394 Central Avenue, 3 FLOOR
Jersey City, NJ 07307
Tel: (201) 547-6594
Email: StrikowskyL@jcnj.org
www.cityofjerseycity.com

From: Brian F Cahill [mailto:BCahill@NJJCPS.ORG]
Sent: Wednesday, May 09, 2018 11:29 PM
To: Biondo, Vincent
Cc: Monique M. Burgess; Louis Strikowsky
Subject: Re:

I forwarded this email to Detective Gikas who will circle back with us.

Lieutenant Brian Cahill
Jersey City Police Department
JCPD-FBI/Joint Terrorism Task Force
JCPD E-mail: BCahill@njjcps.org
FBI/JTTF E-mail: BFCahill@fbi.gov
Office: (973) 792-3000 ext. 3332
Mobile: (973) 985-2855

<http://www.njjcpd.org>
<https://www.fbi.gov/>

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Louis Strikowsky

From: Brian F Cahill [BCahill@NJJCPS.ORG]
Sent: Monday, May 07, 2018 9:35 AM
To: Monique M. Burgess; Biondo, Vincent; Louis Strikowsky
Cc: Tawana Moody
Subject: RE: Re:

All,
Detective Gikas indicated that the Nano and Raven items are covert recording equipment made by a company called ADS in California. These items cannot be purchased by or through Atlantic tactical. We are ordering a Nano-X-Ray that is used by Bomb Technicians to x-ray suspicious packages for explosives.

Lieutenant Brian Cahill
Jersey City Police Department
JCPD-FBI/Joint Terrorism Task Force
JCPD E-mail: BCahill@njcps.org
FBI/JTTF E-mail: BFCahill@fbi.gov
Office: (201) 547-5685
Mobile: (973) 985-2855
<http://www.njcpd.org>
<https://www.fbi.gov/>

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From: Monique M. Burgess
Sent: Monday, May 07, 2018 8:50 AM
To: Biondo, Vincent; Louis Strikowsky
Cc: Brian F Cahill
Subject: RE: Re:

Thank You So Much

From: Biondo, Vincent [<mailto:Vincent.Biondo@atlantictactical.com>]
Sent: Monday, May 7, 2018 8:34 AM
To: Monique M. Burgess; Louis Strikowsky
Cc: Brian F Cahill
Subject: Re:

I believe it's 0183311

Vincent Biondo Jr.
ATLANTIC TACTICAL
Regional Account Manager

From: Louis Strikowsky [mailto:StrikowskyL@icnj.org]
Sent: Friday, May 4, 2018 4:09 PM
To: Biondo, Vincent
Cc: Brian F Cahill; Monique M. Burgess
Subject: RE: Re:

Can you help Atlantic tactical with this problem
Thanks louis

From: Biondo, Vincent [mailto:Vincent.Biondo@atlantictactical.com]
Sent: Friday, May 04, 2018 3:22 PM
To: Louis Strikowsky
Subject: Re:

Ah yes. I was working on this this morning. I'm trying to figure out what the nano and raven items are.
Do you have part numbers?

Vincent Biondo Jr.
ATLANTIC TACTICAL
Regional Account Manager

14H Worlds Fair Drive
Somerset, NJ 08873

Cell: 732-289-7070
Toll Free: (800) 781-2677
Fax: (732) 537-0007

New Cumberland, PA | Philadelphia, PA
Somerset, NJ | Queens, NY | Boston, MA

On Fri, May 4, 2018 at 3:20 PM -0400, "Louis Strikowsky" <StrikowskyL@icnj.org> wrote:

CAN YOU QUOTE ON THIS
Thanks

Louis Strikowsky, Buyer



City of Jersey City
Division of Purchasing
394 Central Avenue, 3 FLOOR
Jersey City, NJ 07307
Tel: (201) 547-6594
Email: StrikowskyL@icnj.org
www.cityofjerseycity.com

From: Blanton, Michael [mailto:Blanton-Michael@galls.com]
Sent: Monday, April 30, 2018 2:45 PM

Louis Strikowsky

From: Biondo, Vincent <Vincent.Biondo@atlantictactical.com>
Sent: Friday, June 8, 2018 11:47 AM
To: Louis Strikowsky
Subject: Re:

For the attached items (raven and nano) Atlantic Tactical is unable to provide a quote.

Thank you

Vincent Biondo Jr.
ATLANTIC TACTICAL
Regional Account Manager

14H Worlds Fair Drive
Somerset, NJ 08873

Cell: 732-289-7070
Toll Free: (800) 781-2677
Fax: (732) 537-0007

New Cumberland, PA | Philadelphia, PA
Somerset, NJ | Queens, NY | Boston, MA

On Fri, Jun 8, 2018 at 11:33 AM -0400, "Louis Strikowsky" <StrikowskyL@icnj.org> wrote:

Info we spoke about
Thanks louis

Thanks

Louis Strikowsky, Buyer



City of Jersey City
Division of Purchasing
394 Central Avenue, 3 FLOOR
Jersey City, NJ 07307
Tel: (201) 547-6594
Email: StrikowskyL@icnj.org
www.cityofjerseycity.com

Louis Strikowsky

From: Janelle Ryan <janeller@adorama.com>
Sent: Tuesday, May 1, 2018 12:01 PM
To: Louis Strikowsky
Cc: Caroleann Fusco
Subject: RE:

Hi Louis,

Thank you for your quote request.

We don't carry your requested items in our catalog.

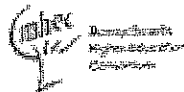
Sorry for the inconvenience.

Best,



Janelle Ryan | Sales Representative
212.741.0401 x2120 | 42 W 18th St, New York, NY 10011 | adorama.com/abs
Consultation. Procurement. Support.

GSA Contracts | 67 GS-02F-0016S | 70 GS-35F-0483X | 84 GS-07F-105



From: Louis Strikowsky [<mailto:StrikowskyL@icnj.org>]
Sent: Friday, April 27, 2018 4:07 PM
To: Caroleann Fusco
Subject:

Can you quote on these items

Thanks

Louis Strikowsky, Buyer



City of Jersey City
Division of Purchasing
394 Central Avenue, 3 FLOOR
Jersey City, NJ 07307
Tel: (201) 547-6594
Email: StrikowskyL@icnj.org
www.cityofjerseycity.com

On Fri, May 4, 2018 at 3:20 PM -0400, "Louis Strikowsky" <StrikowskyL@icnj.org> wrote:

CAN YOU QUOTE ON THIS

Thanks

Louis Strikowsky, Buyer



City of Jersey City
Division of Purchasing
394 Central Avenue, 3 FLOOR
Jersey City, NJ 07307
Tel: (201) 547-6594
Email: StrikowskyL@icnj.org
www.cityofjerseycity.com

From: Blanton, Michael [<mailto:Blanton-Michael@galls.com>]
Sent: Monday, April 30, 2018 2:45 PM
To: Louis Strikowsky
Subject: RE:

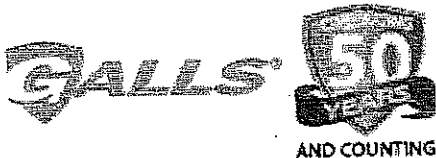
Louis,

My name is Michael, and I will be stepping in to cover Carson's account until his permanent replacement is in position.

I do apologize, but we do not carry this item, nor can we order it.

Thank you!

Michael Blanton | Assistant Sales Representative
1340 Russell Cave Road | Lexington, KY 40505
Phone: 1.800.876.4242 EXT. 2039 | Blanton-Michael@galls.com



From: Galls Help-Desk
Sent: Friday, April 27, 2018 5:18 PM
To: Blanton, Michael <Blanton-Michael@galls.com>
Subject: FW:

From: Louis Strikowsky <StrikowskyL@icnj.org>
Sent: Friday, April 27, 2018 4:42 PM
To: Kitchen, Todd <Kitchen-Todd@galls.com>

Michael Blanton | Assistant Sales Representative
1340 Russell Cave Road | Lexington, KY 40505
Phone: 1.800.876.4242 EXT. 2039 | Blanton-Michael@galls.com



From: Galls Help-Desk
Sent: Friday, April 27, 2018 5:18 PM
To: Blanton, Michael <Blanton-Michael@galls.com>
Subject: FW:

From: Louis Strikowsky <StrikowskyL@icnj.org>
Sent: Friday, April 27, 2018 4:42 PM
To: Kitchen, Todd <Kitchen-Todd@galls.com>
Cc: GALLS - EQ - Help-Desk <Help-Desk@galls.com>
Subject:

Can you quote on these items

Thanks

Louis Strikowsky, Buyer



City of Jersey City
Division of Purchasing
394 Central Avenue, 3 FLOOR
Jersey City, NJ 07307
Tel: (201) 547-6594
Email: StrikowskyL@icnj.org
www.cityofjerseycity.com

For Official Use Only

**FEDERAL BUREAU OF INVESTIGATION
Violent Crime Criminal Enterprise Task Force
Cost Reimbursement Agreement**

VCCETF; File No.: 281D-NK-C105196

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Violent Crime Criminal Enterprise Task Force (VCCETF), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Jersey City Police Department (JCPD), located at 1 Journal Square Plaza, Jersey City, NJ 07306, Taxpayer Identification Number: 22-6002013, and Telephone Number: (201)547-5477, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI's VCCETF Memorandum of Understanding (MOU) signed by the Chief of JCPD on April 4, 2013, and must be read and interpreted in conformity with all terms of that document.
2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse JCPD for overtime payments made to officers assigned to and working full time on VCCETF related matters:
3. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI Newark Field Office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor at JCPD to the FBI VCCETF Squad Supervisor and FBI Newark Special Agent in Charge for their review, approval, and processing for payment.
4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to JCPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, JCPD must establish an account online in the System for Award Management (SAM) at www.sam.gov. Each request for reimbursement will include an invoice number, invoice date, and a taxpayer identification number (TIN). Verification of JCPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Newark Financial Manager.
5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify JCPD of the applicable annual limits prior to October 1st of each year.
6. The number of JCPD deputies assigned full-time to the VCCETF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the VCCETF, this number may change periodically, upward or downward, as approved in advance by the FBI.

1

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For Official Use Only

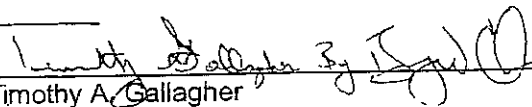
7. Prior to submission of any overtime reimbursement requests, JCPD must prepare an official document setting forth the identity of each officer assigned full-time to the VCCETF, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the Newark Field Office for FBI review and approval.

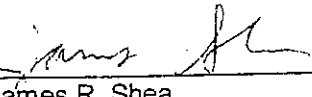
8. Each request for reimbursement will include the name, rank, identification number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification and signed by an appropriate Supervisor at JCPD that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the VCCETF.

9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2017, must be received by the FBI by December 31, 2017. The FBI is not obligated to reimburse any requests received after that time.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of JCPD's participation on the VCCETF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.


Signatories:


Timothy A. Gallagher
Special Agent in Charge
Federal Bureau of Investigation


James R. Shea
Director of Public Safety
Jersey City Police Department

Date: 10/16/17

Date: 8/23/17


Financial Manager
Federal Bureau of Investigation

Date: 10-17-2017

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STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ADAPTIVE DIGITAL SYSTEMS, INC

Trade Name:

Address: 2442 DUPONT DR
IRVINE, CA 92612-1523

Certificate Number: 1044516

Effective Date: February 18, 2004

Date of Issuance: June 14, 2018

For Office Use Only:

20180614154257146

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: Adaptive Digital Systems, Inc.
Address: 20322 SW Acacia St.
City: Newport Beach State: CA Zip: 92660

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Attila W. Mathe
Signature

Attila W. Mathe
Printed Name

President
Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
<u>NONE</u>	<u>NONE</u>	/	\$ /

Check here if the information is continued on subsequent page(s)

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

PART II - Signature and Attestation:

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

Name of Business Entity: Adaptive Digital Systems, Inc.

Signed Attila W. Mathe Title: President

Print Name ATTILA W. MATHE Date: 6/14/18

Subscribed and sworn before me this _____ day of _____, 20____

My Commission expires: _____ (Affiant)

*SEE ATTACHED
Jurat
JK*

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

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

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

Part I - Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Wattetman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
Attila Mathe	23 Sarteano Dr. Newport Coast, CA 92657
Ralph Boehringer	412 Vista Grande Newport Beach, CA 92660

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: Adaptive Digital Systems, Inc.
 Signature of Affiant: Attila W. Mathe Title: President
 Printed Name of Affiant: ATTILA W. MATHE Date: 6/14/18

Subscribed and sworn before me this ___ day of _____, 2___.

My Commission expires:

SEE ATTACHED JOURNAL
JA

(Witnessed or attested by)

(Seal)

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Adaptive Digital Systems, Inc.
Address: 20322 SW Acacia St., NB, CA 92660
Telephone No.: 949-955-3116
Contact Name: Attila Mathe

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

EXHIBIT A
N.J.S.A. 106-31 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. 106-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Attila W. Mathe, President

Representative's Signature: *Attila W. Mathe*

Name of Company: Adaptive Digital Systems, Inc.

Tel. No.: 949-955-3116 Date: 6/14/18

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

The contractor and the 1476 of June 2018 (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: Attila W. Mathe, President
Representative's Signature: Attila W. Mathe
Name of Company: Adaptive Digital Systems, Inc.
Tel. No.: 949-955-3116 Date: 6/14/18

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Attila W. Matur

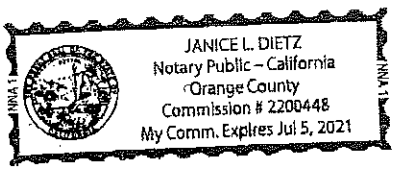
 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Orange

Subscribed and sworn to (or affirmed) before me
 on this 14th day of JUNE, 2018
 by
 Date Month Year
 (1) ATTILA W. MATURE
 (and (2) _____),
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature *Janice L. Dietz*

 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
 Title or Type of Document: Business Entry Disclosure Certification Document Date: 06-14-2018
 Number of Pages: ONE Signer(s) Other Than Named Above: NONE

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Attila W. Mader

 Signature of Document Signer No. 1

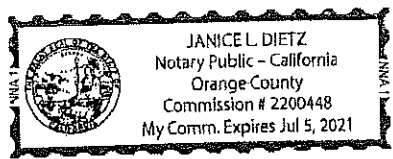
 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Orange

Subscribed and sworn to (or affirmed) before me
 on this 14th day of June, 2018,
 by _____
 Date Month Year
 (1) ATTILA W. MADER

(and (2) _____),
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Janice L. Dietz
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
 Title or Type of Document: CERTIFICATION OF COMPLIANCE WITH CONSTRUCTION PAY-TO-PLAY RULES ORDINANCE Document Date: 06-14-2018
 Number of Pages: TWO Signer(s) Other Than Named Above: NONE

Nano Pendant Recorder	1	\$2,970.00	\$2,970.00
Non Raven Eye 2l. Recorder	1	\$5,125.00	\$5,125.00
Pole Cameras (Window)	4	\$8,375.00	\$8,375.00
Dell Computer (Download Station)	1	\$2,500.00	\$2,500.00
Dell Laptop	1	\$2,400.00	\$2,400.00
Casper Phone	1	\$2,964.00	\$2,964.00
Glock 21 Holster - right handed	4	\$110.45	\$441.80

Revision 2: The following language is to be added to the agreement in **Property/Equipment:**

Equipment Tracking

Equipment purchased by the JERSEY CITY PD for the Task Force and reimbursed by the FBI shall be tracked consistent with the JERSEY CITY PD asset management processes. In order to comply with Department of Justice tracking requirements, these asset management processes will be supplemented with the following requirements for equipment purchased under this MOA to the extent that these requirements are not already incorporated into current asset management processes.

- a. JERSEY CITY PD asset management processes and procedures will ensure the identification and tracking of equipment make, model, serial number (if applicable), description/classification, location, responsible user, and how the equipment is utilized by the Task Force.
- b. JERSEY CITY PD will perform an annual inventory of all equipment purchased under this MOA to ensure asset management data is current, accurate and complete and to ensure the equipment is only used for Task Force purposes.
- c. Task Force will produce equipment and asset management/inventory records for audit/inspection at the request of the Department of Justice/FBI.

APPROVALS

This Amendment consisting of 2 Revisions, taken together with the standing Agreement, contains the entire Agreement between the parties. It will become effective upon the signatures of all officials listed below, or their authorized representatives.

FOR THE FEDERAL BUREAU OF INVESTIGATION

By SSA [Signature]
Name and Title

FOR _____

By _____
Name and Title

July 27, 2017

Federal Bureau of Investigation Newark SSTF and JERSEY CITY PD

Memorandum of Understanding

Amendment

The purpose of this Amendment is to establish an agreement by which the FBI will use Joint Law Enforcement Operations (JLEO) funding provided by the Department of Justice's Assets Forfeiture Fund (AFF) to reimburse JERSEY CITY PD for one-time Fiscal Year 2017 equipment purchases. It also lays out the tracking requirements that accompany the reimbursement of these equipment purchases. The tracking requirements (Revision 2) applies to equipment having an individual cost greater than \$500.

The aforementioned equipment is to be purchased for state and local task force officers (TFOs) serving on FBI-led task forces. In accordance with AFF statute, JLEO equipment reimbursements are only available for costs of state or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participating in the AFF.

This Amendment modifies the standing AFF Memorandum of Understanding between the Federal Bureau of Investigation and JERSEY CITY PD hereinafter referred to as the "parties", to define the scope of work and responsibilities of the parties concerning the reimbursement of funds utilizing JLEO funding for equipment purchased by JERSEY CITY PD. This Amendment consists of 2 Revisions. For ease of review, affected paragraphs or subsections are reprinted with new language shown in bold and original language to be deleted shown as strikeouts. Topic headings are shown as they appear in the original document, typically in bold face type.

Revision 1: The following language is to be added to the agreement in **Property/Equipment**:

Equipment Purchase and Reimbursement

The FBI will reimburse JERSEY CITY PD for the purchase—which must be invoiced to the FBI before September 15, 2017—of the following pieces of property/equipment, not to exceed a total cost of \$83,400.00.

Equipment Purchase	QTY	Est Price	Total Cost
Glock 21 Holster-left handed	1	\$110.45	110.45
Glock 19 Holster	5	\$110.45	552.25
Binoculars	10	\$517.00	5,170.00
Night Vision Goggles	2	\$4,999.00	9,998.00
Vest Carriers	9	\$155.25	1,397.25
Tactical Ram	1	\$293.99	293.99
Alien Gear Cloak IWB	9	\$45.00	405.00
Camcorder	1	\$900.99	900.99
Currency Counter	1	\$599.99	599.99
Digital Scale	1	\$499.00	499.00
Nano Raven Recorder	2	\$5,125.00	10,250.00
Nano Watch Recorder	1	\$3,280.00	3,280.00

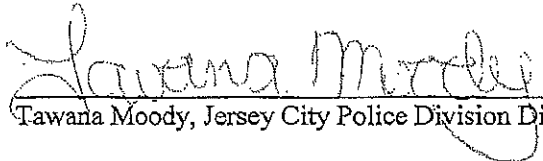
DETERMINATION OF VALUE CERTIFICATION

I, Tawana Moody, of full age, hereby certify the following:

1. I am the Police Department Division Director for the City of Jersey City.
2. The City requires Covert Operations Equipment for Special Events.
3. The City informally solicited quotations for specialized surveillance equipment.
4. The administration's recommendation is to award a contract to Adaptive Digital Systems Inc.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

6/14/18


Tawana Moody, Jersey City Police Division Director

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

City Clerk File No. Res. 18-698

Agenda No. 10.Z.24

Approved: _____

TITLE:

WITHDRAWN



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO GLOBAL EQUIPMENT COMPANY, INC. FOR THE PURCHASE AND DELIVERY OF CROWD BARRICADES THROUGH THE BUYBOARD PURCHASING COOPERATIVE FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Buyboard Purchasing Cooperative is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Police Division requires barricades for crowd control; and

WHEREAS, Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the U.S. Communities Government Purchasing Alliance; and

WHEREAS, the Police Division wishes to purchase barricades from Global Equipment Company Inc., 11 Harbor Park Drive, Port Washington, New York 11050 who is in possession of contract number 501-15; and

WHEREAS, the total amount of the contract is \$62,087.41; and

WHEREAS, the City Purchasing Agent has certified that Global Equipment Company's proposal to be fair and reasonable; and

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

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

1. A contract award to Global Equipment Company Inc. in the amount of \$62,087.41 for the purchase of barricades is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on page 2)

Continuation of Resolution _____
City Clerk File No. Res. 18-698
Agenda No. 10.Z-24

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO GLOBAL EQUIPMENT COMPANY, INC. FOR THE PURCHASE AND DELIVERY OF CROWD BARRIERS THROUGH THE BUYBOARD PURCHASING COOPERATIVE FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE DIVISION

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

Trust Account
16-286-56-000-801

PO #
129533

Total Contract
\$62,087.41

Approved: _____
Peter Folgado
Peter Folgado, Director of Purchasing,
QPA, BPFO

June 14, 2018
Date

PF/pv/JPM
6/14/18

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Certification
Not Required

WITHDRAWN

R.R.
6-15-18

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>7.18.18</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ indicates Vote

N.V.-Not Voting (Abstain)

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

RESOLUTION FACT SHEET – CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO GLOBAL EQUIPMENT COMPANY, INC. FOR THE PURCHASE AND DELIVERY OF CROWD BARRIERS THROUGH THE BUYBOARD COOPERATIVE PURCHASING COOPERATIVE FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE DIVISION

Initiator

Department/Division	JERSEY CITY PUBLIC SAFETY DEPARTMENT	POLICE
Name/Title	TAWANA MOODY	DIVISION DIRECTOR POLICE
Phone/email	201-547-5769	TMOODY@NJJCPS.ORG

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

Resolution Purpose

TO PURCHASE BARRICADES FOR SPECIAL EVENTS

I certify that all the facts presented herein are accurate.

Tawana Moody
Signature of Department Director

6/20/18
Date

Signature of Purchasing Director

Date

Patricia Vega

From: Mackenzie, Thomas <tmackenzie@globalindustrial.com>
Sent: Monday, June 11, 2018 11:22 AM
To: Patricia Vega
Subject: FW: Sales Quotation # 4569611

Thomas Mackenzie

Account Manager



11 Harbor Park Drive, Port Washington, New York 11050

Phone: +1 (516) 608-7323

Fax: 516-608-3543

Email: tmackenzie@globalindustrial.com

Web: <https://www.globalindustrial.com>

CONFIDENTIALITY NOTE: This email (and any attachments) is confidential and intended solely for the recipient(s) named above. Any other recipient should notify the sender immediately and delete the original email (and any attachments). Any unauthorized use or distribution is strictly prohibited.

From: tmackenzie@globalindustrial.com [mailto:tmackenzie@globalindustrial.com]
Sent: Monday, June 11, 2018 11:21 AM
To: Mackenzie, Thomas
Subject: Sales Quotation # 4569611



11 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

Sales Quote

Account #: 1355834	Quote #: 4569611	Quote Issued: 06/07/2018
City of Jersey City-NJ	VEGAP@JCNJ.ORG	*Quote Expires 30 Days from Issue
PATRICIA VEGA	Phone: (201) 547-5000	
13-15 LINDEN AVE EAST	Fax: (201) 547-6585	
JERSEY CITY, New Jersey 07305		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
1208181	CROWD CONTAIL BARRIERS 1 5/8 DIAMETER. FLAT LEGS * Please note: This item is Non Returnable and Non Cancellable.	OLD DOMINION - TRUCKING	400	\$109.56	\$43,822.36
1208182	CARTS FOR BARRICADES- HOLDS 30 EACH * Please note: This item is Non Returnable and Non Cancellable.	OLD DOMINION - TRUCKING	17	\$501.73	\$8,529.40
1208614	CROWD CONTROL BARRIER WITH CURVED LEGS 1 5/8 INCH DIAM. * Please note: This item is Non Returnable and Non Cancellable.	OLD DOMINION - TRUCKING	100	\$97.34	\$9,733.59

	Item Total: \$62,110.35
	Tax:
PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS	*Total: \$62,110.35

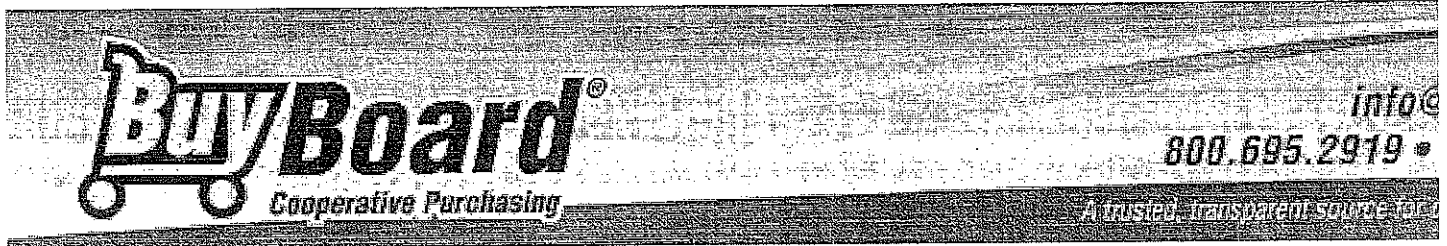
Notes	Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me. Name: THOMAS MACKENZIE Email: tmackenzie@globalindustrial.com Phone: (516) 608-7323 x206558 Fax: (516) 608-3543
--------------	--

*Applicable taxes and shipping charges will be added to invoice. This quote is subject to Global Industrial's Terms and Conditions of Sale.

11 Harbor Park Drive, Port Washington, N.Y. 11050
 Copyright © 2018 by Global Industrial. All Rights Reserved.

Louis Strikowsky

From: BuyBoard Info [Info@buyboard.com]
Sent: Wednesday, April 18, 2018 10:16 AM
To: BuyBoard Info
Cc: Steve Fisher
Subject: BuyBoard Contracts Effective March 1 and PO Compliance
Attachments: CurrentVendorsByGroupMO April 2018.pdf



Thank you for being a member of the BuyBoard. We appreciate your support. We work hard to offer quality vendors and contracts that are of interest to our membership.

Procurement compliance is one of the great benefits of using the BuyBoard. Please remember that when using any BuyBoard contract we need a copy of your purchase order within a reasonable time to document the purchase in the BuyBoard for your bid and audit compliance. If the purchase is not documented in the BuyBoard it isn't compliant with the contract.

"Per BuyBoard" should be on your PO to avoid confusion. We can also accept vendor invoices that indicates the amount spent and for what product/service. If you do not utilize PO's you can furnish a signed letter with the pertinent information.

You have the choice of sending the original purchase information to the BuyBoard to process, or send the original to the vendor and a copy to the BuyBoard. If you send a copy of the PO, please mark it as **"Record Only"**. You can send in purchase information for orders as old as 90 days.

Please email or fax purchase orders to the following:

Email: info@buyboard.com
Fax: 800.211.5454

A list of contracts that were effective March 1 follows:

- RFP 553-18 Tires, Tubes, Supplies and Equipment
- RFP 555-18 Cured in Place Pipe (CIPP) for Pipeline Rehabilitation
- RFP 556-18 Modular Buildings, Ramp Systems, and Moving/Relocating of Modular Buildings
- RFP 557-18 Custodial and Lawn Care Services
- RFP 558-18 Trade Services and Labor for Electrical, Plumbing, HVAC, Concrete and Masonry

Attached for your reference is a current vendors list that includes all the above referenced contracts. Please review at your leisure and share with other staff who might have an interest in these contracts.

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

Signed: Thomas Mackenzie Title: Govt Account Manager

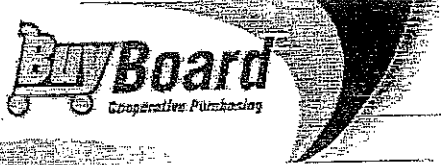
Print Name: THOMAS MACKENZIE Date: 6/11/18

Subscribed and sworn before me
this 11 day of June, 2019.
My Commission expires:

Johanna S. Mejia
Johanna Mejia, Exec Assis, Legal.
(Print name & title of affiant) (Corporate Seal)

JOHANNA S. MEJIA
Notary Public, State of New York
No. 01ME6253501
Qualified in Queens County
Commission Expires Dec. 19, 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.



Phone: 800.695.2919
Fax: 800.211.5454
Email: info@buyboard.com

Administration RFQ Reports Shopping Cart Welcome Home Log Help Off

Vendor Contract Information

[Back](#)

- Searches:
- [Search by Vendor](#)
- [Browse Contracts](#)

Search:
GLOBAL EQUIPMENT

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

- Vendors
- None Selected
- Price Range
- Show all prices
- Category
- None Selected
- Contract
- None selected

[Additional Resources](#)

Vendor Name: Global Equipment Company, Inc.
 Address: 11 Harbor Park Drive
 Port Washington, NY 11050
 Phone Number: (578) 969-6676
 Alternate Phone Number: (800) 847-4715
 Email: dhimefick@globalindustrial.com
 Website: <http://www.globalindustrial.com>
 Federal ID: 11-3584699

Contact: Dan Himefick
 Accepts RFQs: Yes
 Minority Owned: No
 Women Owned: No
 Service-Disabled Veteran Owned: No
 EDGAR Forms Received: Yes
 No Israel Boycott Certificate: Yes
 No Excluded Foreign Terrorist Orgs: Yes

Contract Name: Building Maintenance, Repair & Operations Supplies & Equipment
 Contract#: 501-15
 Effective Date: 12/01/2015
 Expiration Date: 11/30/2018
 Payment Terms: Net 30 days
 Delivery Days: 10
 Shipping Terms: Pre-paid and added to invoice
 Freight Terms: FOB Destination
 Ship Via: Common Carrier
 Region Served: All Texas Regions
 States Served: All States

Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) c EDGAR (Vendor EDGAR Documents) link at the bottom of the page. Vendor C regarding Texas HB 89 and Texas SB 252 can be found under the "Vendor Pr Documents" link below.

Quote Reference Number: 501-15

Return Policy: See Extended Exceptions for return policy.

Additional Dealers: Global Equipment Company locations in: Robbinsville NJ, Buford GA, Las Veg Distributors, Milwaukee WI

Contract Documents

- EDGAR Notice: [Click to view EDGAR Notice](#)
- Proposal Documents: [Click to view BuyBoard Proposal Documents](#)
- Regulatory Notice: [Click to view Bonding Regulatory Notice](#)
- Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)
- Proposal Files: [Click to view Vendor Proposal Files Documents](#)
- Renewal Notice/Letter: [Click to view Vendor Renewal Notice/Letter Documents](#)
- Extended Exceptions: [Click to view Vendor Extended Exceptions Documents](#)
- EDGAR: [Click to view Vendor EDGAR Documents](#)

Contact us 800.695.2919

501-15

BuyBoard Current Vendors

Vendor	Address1	City	State	Zip	Effective	Expiration	Contract
GetPoms.com	7317 La Sobrina	Dallas	TX	75248	4/1/2016	3/31/2019	Athletic, P.E. & Gymnasium Supplies and Equipment, Heavy Duty Exercise Equipment. 502-16
GF Educators, Inc.	P.O.Box 1309/5615 South State Hwy 37	Mineola	TX	75773	11/1/2015	10/31/2018	Instructional Materials Classroom/Teaching Supplies & Equipment 487-15
GFC Contracting (EzIQC)	3816 Binz-Engleman B125	San Antonio	TX	78219	12/1/2016	11/30/2021	Job Order Contracting - Regional ezIQC@ 520-16
Gihon LLC	230 E King	Kingsville	TX	78363	7/1/2016	6/30/2019	Awards, Trophies, and Personal Recognition Products 508-16
Gill Athletics	P.O. Box 1790	Champaign	IL	61824	4/1/2016	3/31/2019	Athletic, P.E. & Gymnasium Supplies and Equipment, Heavy Duty Exercise Equipment. 502-16
Gillette Air Conditioning Co. Inc.	1215 San Francisco	San Antonio	TX	78201	12/1/2017	11/30/2020	HVAC Equipment, Supplies and Installation of HVAC Equipment 552-17
Gillette Air Conditioning Co. Inc.	1215 San Francisco	San Antonio	TX	78201	3/1/2018	2/28/2021	Trade Services 558-18
Glass Doctor of North Texas	2001 Midway Road Suite 121	Carrollton	TX	75006	12/1/2015	11/30/2018	Building Maintenance, Repair & Operations Supplies & Equipment 501-15
Global Asset	1815 Monetary Ln. Suite 100	Carrollton	TX	75006	1/1/2016	12/31/2018	Technology Equipment, Supplies, Software, Telecommunications Products, Asset Disposal/Recovery 498-15
Global Equipment Company Inc.	11 Harbor Park Drive	Port Washington	NY	11050	12/1/2015	11/30/2018	Building Maintenance, Repair & Operations Supplies & Equipment 501-15
Glory Days Awards	503 E Wallace	San Saba	TX	76877	7/1/2016	6/30/2019	Awards, Trophies, and Personal Recognition Products 508-16
GOES Sales of Texas, Inc.	434 Garden Oaks Blvd.	Houston	TX	77018	12/1/2015	11/30/2018	Building Maintenance, Repair & Operations Supplies & Equipment 501-15
Gomez Floor Covering, Inc.	130 Inwood Rd.	Dallas	TX	75247	6/1/2018	5/31/2021	Carpet & Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining 561-18
Gonzalez Auto Parts	4220 San Bernardo Avenue	Laredo	TX	78041	12/1/2017	11/30/2020	Automotive Parts, Fluids, Maintenance Equipment, Car & Bus Wash Systems 551-17
Goolsbee Tire Service	2880 HWY 271	Tyler	TX	75708	3/1/2018	2/28/2021	Tires, Tubes, Supplies and Equipment 553-18

Patricia Vega

From: William J ODonnell <WODonnell@NJJCPS.ORG>
Sent: Monday, June 11, 2018 9:19 AM
To: Walter Kierce; Patricia Vega
Cc: Tawana Moody; tmackenzie@globalindustrial.com
Subject: RE: barriers

Ok sounds good. Thank you Pat

From: Walter Kierce
Sent: Monday, June 11, 2018 9:05 AM
To: Patricia Vega; William J ODonnell
Cc: Tawana Moody; tmackenzie@globalindustrial.com
Subject: RE: barriers

Bill;
I recommend we take 400 flat and 100 curved to ensure they are available for July 4th

From: Patricia Vega [mailto:VegaP@jcnj.org]
Sent: Monday, June 11, 2018 8:56 AM
To: William J ODonnell
Cc: Tawana Moody; Walter Kierce; tmackenzie@globalindustrial.com
Subject: barriers
Importance: High

Good morning,

There are 1,100 barriers with curved legs and 400 of the flat leg barriers.

Both are available for delivery before the 4th of July.

Will 400 flat work and 100 curved?

Please advise asap.

Thank you!

From: William J ODonnell <WODonnell@NJJCPS.ORG>
Sent: Friday, June 8, 2018 2:08 PM
To: Patricia Vega <VegaP@jcnj.org>
Cc: Tawana Moody <TMoody@NJJCPS.ORG>; Walter Kierce <WKierce@NJJCPS.ORG>
Subject: RE: Assistance

Pat,

Thanks for your assistance. Can you just confirm for me please that these will be purchased under the Buyboard coop?

Thanks,
Bill

From: Tawana Moody
Sent: Friday, June 8, 2018 2:07 PM
To: William J ODonnell
Subject: FW: Assistance
Importance: High

From: Patricia Vega [<mailto:VegaP@icnj.org>]
Sent: Wednesday, June 6, 2018 11:46 AM
To: Walter Kierce; Peter Folgado
Cc: James Shea; Tawana Moody
Subject: RE: Assistance
Importance: High

Waiting on a response from Global.

Almost certain they're under the Buyboard coop.

From: Walter Kierce <WKierce@NJJCPS.ORG>
Sent: Wednesday, June 6, 2018 10:19 AM
To: Peter Folgado <Peterf@icnj.org>; Patricia Vega <VegaP@icnj.org>
Cc: James Shea <JShea@NJJCPS.ORG>; Tawana Moody <TMoody@NJJCPS.ORG>
Subject: Assistance

Good morning Peter/ Patricia;

With the upcoming July 4th Freedom/Fireworks Festival as well as other associated events city-wide, Director Shea has authorized the purchase of 500 Crowd control Barriers(See attached sample). I determined these items are not covered under any NJ State Contracts. As we have limited time to procure these items, I am requesting your assistance in determining if they are covered under any of the CO OP purchasing programs the city participates in.

Thank you for your assistance,
Best, GK



Call us 7 days a week
1.888.978.7759
Click to Chat

Log In | View Cart | Contact Us | Track Order | Quick Order

0 Items - (\$0.00)

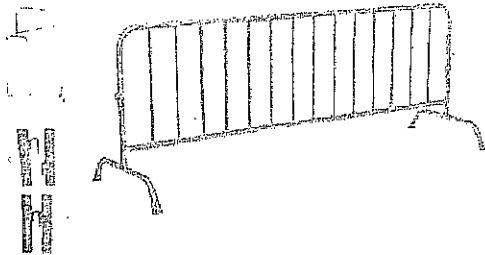
Shop Categories Help Welcome Log In Account Tools (0) Lists All

Return to Category List Home Safety & Security Crowd Control Guard Rails Metal Crowd Control Barriers

See all 4 items in product family

Quantity:

Previous item in product family



Rollover image to zoom in

Crowd Control Barrier Powder Coated Steel 102" L x 40" H x 1-5/8" Dia.

Item #: T9F695008

Email Print

Ships same day.

2 reviews | Write a review

Add to list

Next item in product family

Customers Who Viewed This Also Viewed

Crowd Control Barrier Powder Coated Yellow 102" L x 40" H x 1-5/8"



Queue™ Solutions Barricade Cart, 30 Barricades, BARR-

96" L Pedestrian Barrier

Frequently Purchased Together



Printed Barricade Tape - Caution Caution (6)

Add \$10.00



Barricade Tape Dispenser

Not Yet Rated

Add \$42.95



18" Traffic Cone, Reflective, Solid Orange Base, 2-1/2 lbs

Not Yet Rated

Add \$11.00

Product Information

Photo/Video Gallery

Customer Review

Product Q&A

Accessories

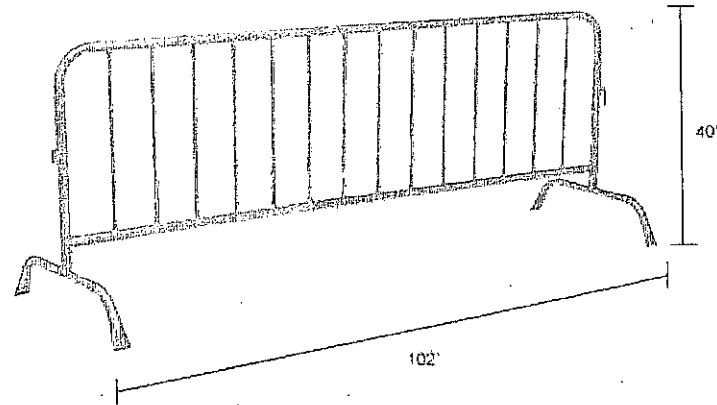
Crowd Control Barrier

Powder Coated Galvanized Finish

Direct pedestrians with these all-welded steel barriers. Easy to transport assembled, they also include removable feet that allow flat stacking for space efficient shipment and storage. Sections include couplers that join units in runs of any length. Measure 102" L x 40" H each with 5-3/4" spaces in between vertical bars. Constructed of 1-5/8" diameter tubular powder coated galvanized steel.

Product Specifications

LENGTH INCHES	102
LENGTH FEET	8-1/2
WIDTH INCHES	5-3/4 Between Vertical Bars
HEIGHT INCHES	40
COLOR FINISH	Gray Powder Coated
BRAND	Global Industrial™
DESCRIPTION	1-5/8" Rail Diameter
ASSEMBLY	Assembled
CONSTRUCTION	Steel
MOUNT TYPE	Freestanding
STYLE	Crowd Control Barrier
MODEL	695008
PACKAGE QUANTITY	1
TUBE DIAMETER INCHES	1-5/8
TYPE	8-1/2'L Rail



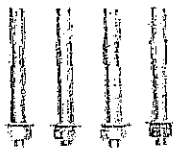
Have A Question About This Product?

3 Question | 3 | Answer

[Read All Q&A](#) [Ask a Question](#)

[Answer A Question](#)

Customers Who Viewed This Also Viewed



Concrete Anchor Bolts For Pedestrian Barrier & Bike

(8)

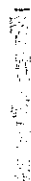
\$6.80



Protective Rail Barrier 5 Ft. Rail

(5)

\$87.95



42"H Double Rail End Post

(1)

\$119.95



42"H Double Rail In-Line Post

(1)

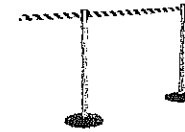
\$119.95



Spring-Loaded Safety Gate 24" - 40" W Opening Yellow

(4)

\$179.95



Yellow Post Safety Barrier, 11 FT., Yellow/Black Belt -

(3)

\$169.90

Patricia Vega

From: Patricia Vega
Sent: Wednesday, June 6, 2018 1:55 PM
To: 'nancy.kane@grainger.com'
Subject: 500 barricades
Attachments: 2018_06_06_10_18_00.pdf

Importance: High

grainger

Good afternoon Nancy,

Is this covered under state contract or coop?

If yes, please quote and include an ETA.

Thank you!

From: Walter Kierce <WKierce@NJJCPS.ORG>
Sent: Wednesday, June 6, 2018 10:19 AM
To: Peter Folgado <Peterf@jcnj.org>; Patricia Vega <VegaP@jcnj.org>
Cc: James Shea <JShea@NJJCPS.ORG>; Tawana Moody <TMoody@NJJCPS.ORG>
Subject: Assistance

Good morning Peter/ Patricia;

With the upcoming July 4th Freedom/Fireworks Festival as well as other associated events city-wide, Director Shea has authorized the purchase of 500 Crowd control Barriers(See attached sample). I determined these items are not covered under any NJ State Contracts. As we have limited time to procure these items, I am requesting your assistance in determining if they are covered under any of the CO OP purchasing programs the city participates in.

Thank you for your assistance,
Best, GK

Patricia Vega

From: Walter Kierce <WKierce@NJJCPS.ORG>
Sent: Wednesday, June 6, 2018 11:48 AM
To: Patricia Vega; Peter Folgado
Cc: James Shea; Tawana Moody
Subject: RE: Assistance

Thank you

From: Patricia Vega [mailto:VegaP@jcnj.org]
Sent: Wednesday, June 6, 2018 11:46 AM
To: Walter Kierce; Peter Folgado
Cc: James Shea; Tawana Moody
Subject: RE: Assistance
Importance: High

Waiting on a response from Global.

Almost certain they're under the Buyboard coop.

From: Walter Kierce <WKierce@NJJCPS.ORG>
Sent: Wednesday, June 6, 2018 10:19 AM
To: Peter Folgado <Peterf@jcnj.org>; Patricia Vega <VegaP@jcnj.org>
Cc: James Shea <JShea@NJJCPS.ORG>; Tawana Moody <TMoody@NJJCPS.ORG>
Subject: Assistance

Good morning Peter/ Patricia;

With the upcoming July 4th Freedom/Fireworks Festival as well as other associated events city-wide, Director Shea has authorized the purchase of 500 Crowd control Barriers(See attached sample). I determined these items are not covered under any NJ State Contracts. As we have limited time to procure these items, I am requesting your assistance in determining if they are covered under any of the CO OP purchasing programs the city participates in.

Thank you for your assistance,
Best, GK



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GLOBAL EQUIPMENT COMPANY INC.

Trade Name:

Address: 11 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050-4656

Certificate Number: 1529366

Effective Date: February 07, 2012

Date of Issuance: June 11, 2018

For Office Use Only:

20180611121548468

**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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
GLOBAL EQUIPMENT INC. IS A WHOLLY OWNED SUBSIDIARY OF GLOBAL INDUSTRIALS HOLDINGS, LLC, WHICH IS WHOLLY OWNED BY SYSTEAMAX INC. (SYX: NYSE)	

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: GLOBAL EQUIPMENT CO. INC
Signature of Affiant: Thomas Mackarella Title: GOVT ACCT. MANAGER
Printed Name of Affiant: THOMAS MACKARELLA Date: 6/11/18

Subscribed and sworn before me this 11 day of June, 2018.

My Commission expires: 12/19/19

Johanna S. Mejia
(Witnessed or attested by)
Below.
(Seal)

JOHANNA S. MEJIA
Notary Public, State of New York
No. 01ME6253501
Qualified in Queens County
Commission Expires Dec. 19, 2019

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print):

THOMAS MACKENZIE

Representative's Signature:

Name of Company:

GLOBAL EQUIPMENT CO, INC

Tel. No.:

516 608-7323

Date:

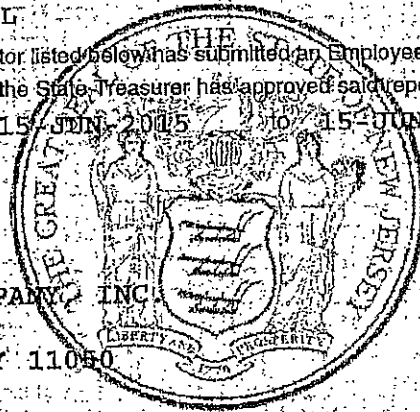
516 608-3543

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JUN 2015 to 15 JUN 2022

GLOBAL EQUIPMENT COMPANY, INC
11 HARBOR PARK DRIVE
PORT WASHINGTON NY 11050



A handwritten signature in black ink, appearing to read "Andrew P. Sldamon-Erlstoff".

Andrew P. Sldamon-Erlstoff
State Treasurer

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : GLOBAL EQUIPMENT CO. INC
Address : 111 HARBOR PARK DR. PORT WASHINGTON NY 11050
Telephone No. : 516 608-7323
Contact Name : THOMAS MACKENZIE

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.

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

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

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

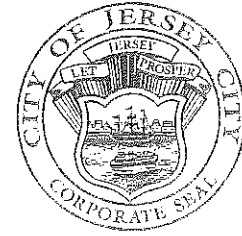
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

Representative's Name/Title: THOMAS MACKENZIE
Representative's Signature: Thomas Mackenzie
Name of Company: GLOBAL EQUIPMENT CO. INC
Tel. No.: 516 607-1323 Date: 6/11/10

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

City Clerk File No. Res. 18-699
Agenda No. 10.Z.25
Approved: JUL 18 2018
TITLE:



RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH ATLANTIC COAST FIBERS, LLC FOR DISPOSITION OF MIXED PAPER AND COMMINGLED RECYCLING ITEMS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Atlantic Coast Fibers, LLC (“Atlantic Coast”) markets post – consumer class “A” recyclables for disposition of mixed paper and commingled recycling items; and

WHEREAS, the Jersey City Incinerator Authority (“JCIA”) entered into a contract on May 1, 2015 with Atlantic Coast Fibers, LLC to provide recycling services to the citizens of Jersey City; and

WHEREAS, this contract was at no cost to the JCIA and Atlantic Coast paid the JCIA for the recyclables; and

WHEREAS, Resolution No. 16.235, approved on April 13, 2016, authorized the City of Jersey City (“City”) to assume the JCIA’s contract with Atlantic Coast Fibers, LLC because of the dissolution of the JCIA on April 1, 2016; and

WHEREAS, the contract with Atlantic Coast was set to expire on April 30, 2018; and

WHEREAS, Resolution No. 18-403, approved on April 15, 2018, authorized a three (3) month extension of the contract while the City prepared a Request for Proposals (RFP) for a new recycling contract; and

WHEREAS, the City is preparing to advertise for bids for a new recycling contract; and

WHEREAS, it is necessary to extend the contract with Atlantic Coast on a month-to-month basis not to exceed three (3) months while the City advertises for bids; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

WHEREAS, funds paid to the City by Atlantic Coast Fibers, LLC will be deposited into the Recyclables Revenues Account No. 01-194-16-690-000.

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

- 1) The Mayor or Business Administrator is authorized to extend the contract with Atlantic Coast Fibers, LLC entered into on May 1, 2015 for the disposition of mixed paper and commingled recycling items for the Department of Public Works / Division of Sanitation; and

(continued on page 2)

City Clerk File No. Res. 18-699

Agenda No. 10.Z.25 JUL 18 2018

TITLE:

RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH ATLANTIC COAST FIBERS, LLC FOR DISPOSITION OF MIXED PAPER AND COMMINGLED RECYCLING ITEMS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

- 2) The extension of the contract is on a month-to-month basis not to exceed three (3) months effective as of August 1, 2018.

July 3, 2018

JMK
7/6/18

APPROVED: *Patriek G. Stamato* . APPROVED AS TO LEGAL FORM
Patriek G. Stamato, DPW Director

APPROVED: *Jim Bonanno* _____
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 AN EXTENSION OF A CONTRACT WITH ATLANTIC COAST FIBERS, LLC FOR DISPOSITION OF MIXED PAPER AND COMMINGLED RECYCLING ITEMS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Pat Stamato	Director
Phone/email	201-547-4440 551-697-4576	pstamato@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 purpose of this resolution is to:

- ✦ Atlantic Coast Fibers, LLC ("Atlantic Coast") markets post – consumer class "A" recyclables for disposition of mixed paper and commingled recycling items.
- ✦ The Jersey City Incinerator Authority ("JCIA") entered into a contract on May 1, 2015 with Atlantic Coast Fibers, LLC to provide recycling services to the citizens of Jersey City.
- ✦ This contract was at no cost to the JCIA and Atlantic Coast paid the JCIA for the recyclables.
- ✦ Resolution No. 18-403, approved on April 15, 2018, authorized a three (3) month extension of the contract while the City prepared a Request for Proposals (RFP) for a new recycling contract. the City is preparing to advertise for bids for a new recycling contract. it is necessary to extend the contract with Atlantic Coast on a month-to-month basis not to exceed three (3) months while the City advertises for bids.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

[Empty box for Cost]

[Empty box for Contract term]

Type of award

Contract Extension

**If "Other Exception", enter type
Additional Information**

[Empty box for Other Exception]

I certify that all the facts presented herein are accurate.

Richard Baynour
Signature of Department Director

07/06/18
Date

Signature of Purchasing Director

Date

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

City Clerk File No. Res. 18-700

Agenda No. 10.Z.26

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH CINTAS CORPORATION FOR THE RENTAL OF UNIFORMS FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-551, approved on June 28, 2017, awarded a one-year contract in the amount of \$180,000.00 to **CINTAS CORPORATION** for rental of uniforms for the City of Jersey City (City), Department of Public Works; and

WHEREAS, the bid specifications provided the City with option to renew the contract for one (1) additional one-year term; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of **June 28, 2018 and ending on June 27, 2019**; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is **\$180,000.00**; and

WHEREAS, this contract has the option to increase or decrease uniforms as needed; and

WHEREAS, funds in the amount of \$30,000.00 are available in the **Director's Office Operating Account No. 18-01-201-26-290-215**.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **CINTAS CORPORATION** for rental of uniforms for the City of Jersey City (City), Department of Public Works;
- 2) The renewal contract is for a one-year period effective as of June 28, 2018, and the total cost of the contract shall not exceed **\$180,000.00**;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
- 4) Pursuant to N.J.A.C. 5:30-5.5(c) (2), the continuation of the contract after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget; and
- 5) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 18-700

Agenda No. 10.Z.26 JUL 18 2018

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH CINTAS CORPORATION FOR THE RENTAL OF UNIFORMS FOR THE DEPARTMENT OF PUBLIC WORKS

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Director's Office Operating Account No. 18-01-201-26-290-215 for payment of the above resolution.

Requisition # 0183941

Purchase Order # 129508

May 30, 2018

APPROVED: [Signature]
Patrick G. Stamato, DPW Director

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM [Signature]
Corporation Counsel

R.R.
6-25-18

Certification Required
Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>7.18.18</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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]
Rofando 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 RENEWAL OF AN OPEN-END CONTRACT WITH CINTAS CORPORATION FOR THE RENTAL OF UNIFORMS FOR THE DEPARTMENT OF PUBLIC WORKS

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	stevem@icnj.org

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

Contract Purpose

The purpose of this resolution is to provide:

- ✚ Rental uniforms for DPW employees for various divisions (Automotive, Parks, Buildings, Sanitation, Neighborhood Improvement, Messengers, Mailroom).
- ✚ For about 240 employees.
- ✚ Open-end contract.
- ✚ DPW spent about \$170,000.00 in 2017.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

01-201-26-290-215 (Dir Office Operating)
 Contract Amount=\$180,000.00
 Temporary encumbrancy =\$30,000.00

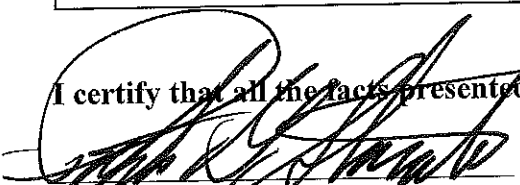
Contract is valid from 06/28/18 to 06/27/19.
 No more options remaining.

Type of award

If "Other Exception", enter type
Additional Information

✚ US Communities Contract # 12-JLH-011C
 ✚ participating agency # 22-6002013

I certify that all the facts presented herein are accurate.


 Signature of Department Director

6/5/18
 Date

Signature of Purchasing Director

Date

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

City Clerk File No. Res. 17-551

Agenda No. 10.R

Approved: JUN 28 2017



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO CINTAS CORPORATION FOR THE RENTAL OF UNIFORMS FOR THE DEPARTMENT OF PUBLIC WORKS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the U.S. Communities Government Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the U.S. Communities Government Purchasing Alliance; and

WHEREAS, the Department of Public Works, wishes to rent uniforms from Cintas Corporation, 546 Green Lane, Union, New Jersey 07083 who is in possession of US Communities contract 12-JLH-011C; and

WHEREAS, the total amount of the contract is \$180,000.00; and

WHEREAS, this contract is a one-year (1) open-end contract, with the option to increase or decrease uniforms as needed; and

WHEREAS, this contract is awarded for a period of (1) one year commencing July 1, 2017 with the option to extend the contract for up to (1) one additional (1) one year term; and

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

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

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

1. A contract award to Cintas Corporation in the amount of \$180,000.00 for the rental of uniforms is authorized.
2. The term of the contract shall be effective July 1, 2017 through June 30, 2018.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.

Continued on page 2

Continuation of Resolution Res. 17-551

City Clerk File No. _____

Agenda No. 10.R JUN 28 2017

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO CINTAS CORPORATION FOR THE RENTAL OF UNIFORMS FOR THE DEPARTMENT OF PUBLIC WORKS

- 4. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 and in the subsequent year's permanent budgets.

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

Account	PO #	Total Contract	Encumbrance
01-201-26-290-215	125396	\$180,000.00	\$15,000.00

Approved by: _____
 Director of Purchasing, QPA, RPPO

PF/pw/RR
6/14/17

6/15/17
 Date

APPROVED: _____
 APPROVED: _____
 Business Administrator
 RST.

APPROVED AS TO LEGAL FORM
Joanne Moulton
 Corporation Counsel
 Certification Required
 Not Required APPROVED 6-0

R.P.
6-14-17

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.28.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	ABSENT			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	ABSENT		

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

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

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

Robert Byrne
 Robert Byrne, City Clerk



PRICING PROPOSAL: DPW of Jersey City

UNIFORM SERVICE PRICING

RENTAL	Rental Item Description	Inventory	Cost Per Piece	Price Per Person
Item #				
	Quilted Vest	2	\$0.204	\$0.408
175	Men's Polo Shirt	11	\$0.271	\$2.981
259	Cargo Pant	11	\$0.326	\$3.586
270	Hi Performance Polo	11	\$0.850	\$3.850
275	Windsirt	3	\$0.410	\$1.230
360	Cargo Shorts	11	\$0.290	\$3.190
370	Carhartt Jacket	2	\$1.800	\$3.600
376	Comfort Shirt	11	\$0.183	\$2.013
935	Reflective Jacket	2	\$1.000	\$2.000
59970	Reflective Shirt	11	\$0.480	\$5.280
59935	Reflective Pant	11	\$0.540	\$5.940
59945	Miscellaneous Charges			
	Make-Up	1	\$1.520	
125	Name Emblem	1	\$1.500	
124	Company Emblem	1	\$1.530	
124	L/R Quilted Vest	1	\$34.990	
175	L/R Mens Polo Shirt	1	\$20.130	
259	L/R Cargo Pant	1	\$27.000	
270	L/R Hi Performance Polo	1	\$28.000	
275	L/R Windsirt	1	\$45.000	
360	L/R Cargo Short	1	\$26.990	
370	L/R Carhartt Jacket	1	\$52.000	
376	L/R Comfort Shirt	1	\$15.290	
935	L/R Reflective Shirt	1	\$34.500	
59935	L/R Reflective Pant	1	\$38.000	
59945	L/R Reflective Jacket	1	\$30.060	
59970	L/R Reflective Jacket	1		

			Comments
Ancillary Charges			\$15.00
Shop Towels	250	\$0.06	\$15.00
Uniform Advantage	6106	\$0.06	\$366.36
8-compartment Locker	24	\$3.50	\$84.00
Large Soft Bin	9	\$1.00	\$9.00
Department	Head Count	Price Per Person	Total Cost Per Week
Automotive	26	\$10.44	\$271.44
Building	35	\$10.16	\$355.60
Messengers	12	\$20.13	\$241.56
Neighborhood	22	\$13.63	\$299.86
Parks	64	\$10.17	\$650.88
Sanitation	55	\$10.17	\$559.35
		Weekly Total	\$2,853.05

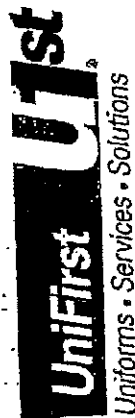


Exhibit B

City of Jersey City



UniFirst Item	Total	Position/Placement	UniFirst Price	UniFirst Price/Yearly
Ls Short Sleeve Shirt 0702/0202 Comfort Shirt	1595	\$9.60	\$	\$221.71
Cargo Pants 10AI	1727	\$18.36	\$	\$490.47
Insulated Vest 1640 (Quilted Vest)	306	\$23.93	\$	\$113.22
Carhart Jacket 1887	320	\$58.00	\$	\$480.00
Hip Leghenth Jacket 1527	224	\$28.95	\$	\$100.13
Enhanced Vis Shirt 013C/023C Reflective Shirt	572	\$23.64	\$	\$214.50
Enhanced Vis Pant 123C Reflective Pant	572	\$25.02	\$	\$233.95
Enhanced Vis Perforated Jacket 195L Reflective Jacket	104	\$47.95	\$	\$135.20
Windshirt 01PN	132	\$18.98	\$	\$46.20
Mens Polo Shirt 04AA	132	\$15.68	\$	\$31.94
High Performance Polo 04MM	132	\$15.68	\$	\$31.94
Cargo Short 1271	132	\$17.08	\$	\$34.98
Apparel/Items/Miscellaneous	Qty		UniFirst Price	UniFirst Price/Annual
All Set Ups & Emblems Waived For Install				
★ Uniform Advantage/GMP/GPP As needed	4202		\$	\$210.10
★ Uniform Advantage/GMP/GPP Reflective Garments As Needed	1874		\$	\$149.92
Set Up Prep Makeup Charge			\$	
Set Up Name Emblem per piece			\$1.25	
Set Up Company Identity Emblem	1		\$	\$2.00
Service Charge (DEFE)	250		\$	\$13.00
Shop Towel Red	1		\$	\$2.40
Shop Towel Replacement				

	8 Compartment Locker	24			nc	
	Large Soil Bin	8			nc	
	Weekly Spend					\$2,511.66
★	Annual Spend					\$130,606.16
★	Budget 3% for set ups and lost product					\$134,524.35
★	212 People in UniForm					
★						



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0023447 FOR CINTAS CORPORATION NO. 2 IS VALID.

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[PRODUCTS & SOLUTIONS](#) [CONTRACT DOCUMENTS](#) [SHOP](#) [REGISTER](#) [LOGIN](#)

Cintas Contract

[Home](#) > [Cintas](#) > [Cintas Contract](#)

Facilities Solutions

Lead Agency:
Harford County Public Schools, Maryland

Contract Number:
12-JLH-011C

3 year Initial term, April 1, 2012 to March 31, 2015
Contract has been extended through March 31, 2019

Contract Documents:

- [HCPS Master Agreement](#)
- [Cintas Renewal](#)
- [Contract Amendments](#)

RFP Documents:

- [12_JLH_011 Facilities Solutions RFP Addendum 1](#)
- [RFP Posting Documents](#)

Solutions

BY SUPPLIER ([show all](#) ->)

BY CATEGORY

- [Facilities](#)
- [Office & School](#)
- [Specialty](#)
- [Technology](#)

Postings

Number of suppliers who responded to RFP: 2

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	January 12, 2011 - February 16, 2012
Canadian MERX Public Tenders	January 12, 2011 - February 16, 2012
Onvia Demand Star	January 12, 2011 - February 16, 2012
State of Maryland	January 12, 2011 - February 16, 2012
Association of Oregon Counties	January 12, 2011 - February 16, 2012
State of Hawaii and Oregon	January 12, 2011 - February 16, 2012

Main Menu

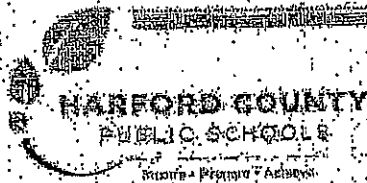
- JUMP TO:
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 - [News & Events](#)
 - [Resources](#)
 - [Contact Us](#)
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 - [Government Purchasing](#)
 - [Nonprofit](#)
 - [Go Green Program](#)
 - [Innovation Exchange](#)

U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM

Getting Started	Why Use U.S. Communities	Discounts on Brands	Over 55,000 agencies trust U.S.
<ul style="list-style-type: none"> Program Overview How It Works FAQs 	<ul style="list-style-type: none"> What Makes Us Different Webinars & Events Supplier Commitments 	<ul style="list-style-type: none"> Products & Suppliers Online Marketplace Solicitations 	<ul style="list-style-type: none"> Who Uses U.S. Communities? Cooperative Standards State Statutes

[CONTACT US](#) [BECOME A SUPPLIER](#) [ABOUT US](#) [LEGAL](#) [PRIVACY](#) [MICPA](#)

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Barbara A. Carlson, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 www.hcps.org Fax: 410-893-2478

Purchasing Department
Jeffrey LaPorte, Supervisor of Purchasing
410-638-4083, jeff.laporte@hcpss.org

CONTRACT #12-ILH-011C RENEWAL
April 1, 2017 – March 31, 2019

This contract renewal is made and entered into this 23rd day of March, 2016, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Cintas, of 6800 Cintas Boulevard, Cincinnati, Ohio (hereafter referred to as Contractor).

WHEREAS, Owner and the Contractor have entered into an Agreement dated April 1, 2012 (hereafter referred to as the Contract), for the Contractor to furnish rental of uniforms and related facility solutions in accordance with RFP #12-ILH-011.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

THEREFORE, for and in consideration of the mutual promises to each other, the parties do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to exercise its option to renew this contract for two (2) years for the time period from April 1, 2017 through March 31, 2019.
2. Current pricing structures, all other terms, conditions and provisions of the Contract remain in effect unless revised by formal Contract Amendment.

This is the last renewal option available for this contract.

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement in duplicate originals, one of which is retained by each party the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorte
Signature

Name: Jeffrey LaPorte

Title: Supervisor of Purchasing

Date: 3/28/16

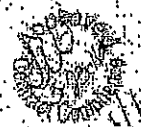
CINTAS

By: [Signature]
Signature

Name: Charles Jackson

Title: Global Account Manager

Date: 3/28/16



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 CINTAS CORPORATION *<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).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Jemaine D. Robinson

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
Scott D. Farmer	16800 Cintas Blvd., Mason, OH 45040

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: CINTAS CORPORATION
 Signed: [Signature] Title: GOVT CONTRACTS COMPLIANCE
 Print Name: DEBORAH WILSON Date: 07-25-2017

Subscribed and sworn before me this 25th day of April, 2017.
 My Commission expires: _____
 JERRI S. MEYER
 Notary Public, State of Ohio
 My Commission Expires 07-28-2017
[Signature]
 (Affiant)
Jerrid S. Meyer, Notary
 (Print name & title of affiant) (Corporate Seal)

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CINTAS (name of business entity) has not made any reportable contributions in the **one-year period preceding 04-25-2017 (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 CINTAS (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: CINTAS CORPORATION

Signed [Signature] Title: Govt Contracts Compliance

Print Name: DISSONAH BUSSE Date: April 25, 2017

Subscribed and sworn before me
this 25th day of April, 2017.
My Commission expires:

JERRI S. MEYER
Notary Public, State of Ohio
My Commission Expires 07-26-2017

[Signature]
(Affiant)
Jerris S. Meyer
(Print name & title of affiant) (Corporate Seal)

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): Richard Spellman

Representative's Signature: [Signature]

Name of Company: Cintas Corporation

Tel. No: 908-737-0800 Date: 5/17/17

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

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

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

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

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

Representative's Name/Title Print: Richard Spellman
Representative's Signature: [Signature]
Name of Company: United Corporation
Col. No.: 908-737-080 Date: 5/17/17

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 : Cintas Corporation
Address : 546 Green Ln Union NJ 07083
Telephone No. : 908-737-0800
Contact Name : Richard Spellman

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.

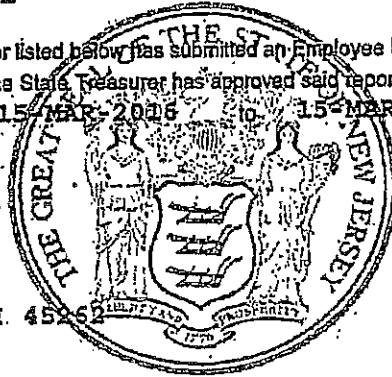
Certification 39518

**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-MAR-2016** to **15-MAR-2019**

CINTAS CORPORATION
6800 CINTAS BLVD.
CINCINNATI

OH. 45262



Ford M. Scudder
FORD M. SCUDDER
Acting State Treasurer

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

Jeana F. Abuan
Spvg. Adm. Analyst, Public Agency Compliance Officer
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547- 4538
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): Richard Spallman - Service Manager

Representative's Signature: [Signature]

Name of Company: Cintas Corporation

Tel. No.: 908-737-0800

Date: 5/29/18

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

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

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

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

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

Representative's Name/Title Print: Richard Spellman - Service Manager
Representative's Signature: [Signature]
Name of Company: Conlas Corporation
Tel. No.: 908-737-0800 Date: 5/29/18

**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 : Cintas Corporation
Address : 546 Green Ln Union NJ 07083
Telephone No. : 908-737-0800
Contact Name : Richard Spellman

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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: Centris Corporation

Address: 546 Green Ln Union, NJ 07083

Telephone No.: 908-737-0800

Contact Name: Richard Spellman

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



CITY OF JERSEY CITY
DIVISION OF PURCHASING

394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307
P: 201.547.5155/5156 | F: 201.547.6585



STEVEN M. FULOP
MAYOR OF JERSEY CITY

PETER FOLGADO
DIRECTOR OF PURCHASING, OPA, RFP

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am Richard Spellman of the firm of Cintas Corporation
the Contractor who submitted the lowest responsible bid for the project known as
Uniforms for the City of Jersey City DPW

I executed the Proposal submitted to the City of Jersey City with the full authority to do
so. As of the date of execution of this Certification on this 29 day of May
2018, the firm of Cintas Corporation has not been suspended or debarred
from submitting bid proposals by the United States of America, its departments,
divisions, and agencies or by the State of New Jersey, its departments, divisions, and
agencies.

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

Richard Spellman
(Name of Contractor)

Signed By: R. Spellman

Dated: 5/29/18

Title: Service Manager

Sworn and subscribed to before me
This 29 day of May, 2018

[Signature]

*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

**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**

Cintas Corporation

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).

Steven Fulop, for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
<i>Scott D. Farmer</i>	<i>6800 Cintas Blvd, Mason, OH 45040</i>

Part 3 – Signature and Attestation:

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

Name of Business Entity: *Cintas Corporation*
Signature of Affiant: *[Signature]* Title: *Service Manager*
Printed Name of Affiant: *Richard Spellman* Date: *5/29/18*

Subscribed and sworn before me this <u><i>29</i></u> day of <u><i>MAY</i></u> , 20 <u><i>18</i></u>	<u><i>[Signature]</i></u> (Witnessed or attested by)
My Commission expires: <u><i>7/1/2020</i></u>	(Seal)

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Cintas Corporation (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Cintas Corporation

Signed [Signature] Title: Service Manager

Print Name: Richard Spellman Date: 5/29/18

Subscribed and sworn before me
this 29 day of May, 2018.
My Commission expires: 7/1/2020

[Signature]
(Affiant)
George P. [Signature] MGMT
(Print name & title of affiant) (Corporate Seal)

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

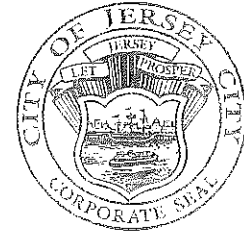
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-701

Agenda No. 10.Z.27

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 17-618, approved on July 19, 2017, awarded a one-year contract in the amount of \$158,595.00 to **STARLITE ELECTRIC LLC** for sports lighting and scoreboards maintenance at numerous ball fields for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **July 19, 2018 and ending on July 18, 2019**; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is **\$161,314.63**; and

WHEREAS, funds in the amount of \$10,000.00 are available in the **Division of Park Maintenance Operating Account No. 18-01-201-28-375-312**.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **STARLITE ELECTRIC LLC** for sports lighting and scoreboards maintenance at numerous ball fields for the City of Jersey City (City), Department of Public Works, Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of July 19, 2018, and the total cost of the contract shall not exceed **\$161,314.63**;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
- 4) Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget; and
- 5) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 18-01-201-28-375-312 for payment of the above resolution.

Requisition # 0184243

Purchase Order # 129731

June 28, 2018

APPROVED: *Silinda Bayan*
Patrick G. Stamato, DPW Director
APPROVED: *Jane Conway*
Business Administrator

APPROVED AS TO LEGAL FORM *RR*
7-3-18

Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON		✓		WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Director
Phone/email	201-547-4449	socasio@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 purpose of this resolution is to:

- ✦ There is need for sports lighting and scoreboards maintenance at numerous ball fields.
- ✦ Includes Pershing Field, Mary Benson, County Village Little League, Caven Point, Roberto Clemente, Montgomery Gateway, Enos Jones, Westside Little League, Bayside Park, Lincoln Park West, Metro Field, Berry Lane Parks.
- ✦ DPW spent about \$158,000.00 in 2017.

Cost (Identify all sources and amounts)

01-201-28-375-312 (Parks Operating)
 Total Contract Amount =\$161,314.63
 Temporary Encumbrancy =\$10,000.00

Contract term (include all proposed renewals)

Exercising first of two options to renew for an additional one-year term.

07/19/18 to 07/18/19

Type of award

Contract Renewal

If "Other Exception", enter type Additional Information

[Empty box for additional information]

[Empty box for additional information]

I certify that all the facts presented herein are accurate.

Salvador Figueroa Jr.
 Signature of Department Director

06/29/18
 Date

Signature of Purchasing Director

Date

BID PROPOSAL
(Continued)
PROJECT NO. 2017

LIST OF PRICES:**Item No. 1 - Seasonal Start-Up Service**

The Bidder agrees to provide all labor, incidental material, equipment and services required to perform the seasonal start-up as described in the Specifications for the lump sum bid price of (broken down for each facility):

<u>Site</u>	<u>Address</u>	<u>Bid Price for Seasonal Start-UP</u>
A. Pershing Field	Central & Manhattan Ave.	\$ <u>350.00</u>
B. Mary Benson Ballfield	Mercedes St. & Newark Ave.	\$ <u>100.00</u> (Lights Only)
C. Country Village Little League	Sycamore Rd. & Colonia Dr.	\$ <u>2,395.00</u>
D. Caven Point Recreational Fac.	Caven Point Rd. & Chapel Ave	\$ <u>3,000.00</u>
E. Roberto Clemente	6th St. & Manila Avenue	\$ <u>100.00</u>
F. Montgomery Gateway Recreational Complex	Mercedes & Grand Streets	\$ <u>6,000.00</u> (Lights Only)
G. Enos Jones Field	8th St. & Brunswick Ave.	\$ <u>7,200.00</u>
H. Westside Little League	Westside & Pavonia Ave	\$ <u>2,100.00</u>
I. Bayside Park Fields	480 Garfield Ave	\$ <u>100.00</u>
J. Lincoln Park West Fields	Lincoln Park West of Routes 1 & 9	\$ <u>14,000.00</u>
K. Metro Field	179 Westside Avenue	\$ <u>3,000.00</u>
L. Berry Lane Park	Garfield Ave	\$ <u>500.00</u>
N. Initial sets of material (three (3) sets of lamps and ballasts). Total cost including mark up.	ThirtyNine Thousand Eight Hundred and FortyFive Dollars	\$ <u>1,000.00</u> <u>39,845.00</u>
TOTAL BID PRICE ITEM #1	(In Writing)	\$ <u>39,845.00</u> (In Figures)

The Bid Price for seasonal start-up shall include all costs including direct and indirect salary, fringe benefits, overhead, profit, equipment (owned and rented), etc., including bucket trucks and other lifting equipment.

**BID PROPOSAL
(Continued)**

Item No. 2 - Year Round Service

The Bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon actual quantity of time used, however, it shall not exceed the estimated quantity without prior written issuance by the City's Purchasing Agent.

A. 250 Hours (Estimated Quantity) Times	\$ 275.00	/Hour = \$	68,750.00
	Unit Cost Electrician		Extended Cost
B. 175 Hours (Estimated Quantity) Times	\$ 200	/Hour = \$	35,000.00
	Unit Cost Helper		Extended Cost
TOTAL BID PRICE ITEM #2	One Hundred and Three Thousand Seven Hundred and Fifty Dollars	\$	103,750.00
(A +B)	(In Writing)		(In Figures)

NOTE: ALL UNIT PRICE FOR LABOR SHALL INCLUDE ALL COSTS INCLUDING DIRECT AND INDIRECT SALARY, FRINGE BENEFITS, OVERHEAD, PROFIT, EQUIPMENT (OWNED AND RENTED), ETC., INCLUDING BUCKET TRUCKS AND OTHER LIFTING EQUIPMENT NECESSARY TO PERFORM THE WORK.

Item No. 3 - Parts Allowance

Included in the grand total price will be the sum of Fifteen Thousand (\$15,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

<u>Fifteen Thousand Dollars</u>	<u>\$ 15,000.00</u>
(In Writing)	(In Figures)

**BID PROPOSAL
(Continued)**

GRAND TOTAL PRICE ITEMS 1 THROUGH 3

The price shall include all labor, materials, equipment, removal of discarded parts, etc., and all other services to complete all work as specified. The contractor shall be paid based upon the actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order.

INCLUSIVE

One Hundred and FiftyEight Thousand
Five Hundred and NintyFive Dollars

\$ 158,595.00

(In Writing)

(In Figures)

The contract will be awarded on the grand total price for item nos. 1 through 3 above. However, is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time needed; therefore, the actual Contract Price, which cannot be determined until completion of the project, may be for a sum either greater than or less than the Grand Total Price above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contract for up to two (2) additional one (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The index rate means the rate of annual percentage increases, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.



STARLITE ELECTRIC, LLC

260 Main Street, Suite #1, Keansburg, NJ 07734

Phone: 732/495-7600 *** Fax: 732/495-7688

NJ LIC #10606

Date: 6-13-18

RE: Sports Ltg + Scoreboard Maintenance Project, Jersey City, NJ

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of ____% of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized company official, that the company will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,

Ana Lucas
Vice President



STEVEN M. FULOP
Mayor of Jersey City

CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO
Director

June 1, 2018

Starlite Electric
260 Main Street STE 1
Keansburg NJ 07734
Attention: Dennis Lucas, President

Subject: Renewal Sports Lighting

Dear Mr. Lucas"

Your present contract for Sports Lighting for the City of Jersey/Division of Park Maintenance is due to expire on July 19, 2018. The provision of the contract allows the city to review the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumers Price Index Published by the Bureau of Labor Statistics.

At this time the CPI Number will not be available until July 12, 2018 and at that time we will be contacting the Bureau of Labor Statistics for the number. **Please confirm this renewal and terms in writing A.S.A.P. Also attached EEO Affirmative Action witch need to be filled out and returned along with your conformation letter and Business Registration information.**

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance she can be reached at 201-547-4449 or via email elizabet@jcni.org

Sincerely,


Sammy Ocasio, Director
Division of Park Maintenance

See attached forms and return originals
Equal Employment Opportunity- EEO Affirmative Action forms and Play to Play Forms

C: Silendra Baijnauth, Fiscal Officer, Department of Public Works

★ STARLITE ELECTRIC, LLC

260 Main Street, Suite #1, Keansburg, NJ 07734

Phone: 732/495-7600 *** Fax: 732/495-7688

NJ LIC #10606

June 13, 2018

Jersey City Department of Parks and Forestry
Department of Public Works
13-15 Linden Avenue East, 2nd Fl
Jersey City, NJ 07305-4729
Attn: Sammy Ocasio

Re: Sports Lighting and Scoreboard Maintenance
Contract Renewal Confirmation

Dear Mr. Ocasio:

Please accept this correspondence as confirmation that Starlite Electric shall accept the above referenced contract renewal for the 2018 contract year, as per the terms spelled out in your June 1, 2018 correspondence.

Thank You,

Ana Lucas

RECEIVED
2017 JUN -14 PM 2:54
CITY OF JERSEY CITY
DIV. PARK MAINTENANCE

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

City Clerk File No. Res- 17-618

Agenda No. 10.2.9

Approved: JUL 19 2017

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised for bids for Sport Lighting and Scoreboards Maintenance at Numerous Ball Fields for the Department of Public Works/Division of Park Maintenance pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City (City) has received (1) Bid, the sole responsible bid being that from Starlite Electric LLC, 260 Main Street, Ste 1, Keansburg, New Jersey 07734 in the total bid amount of One Hundred Fifty Eight Thousand, Five Hundred Ninety Five (\$158,595.00) Dollars; and

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

WHEREAS, the contract shall be for a period of one (1) year and the City reserves the right to extend the contract for two (2) additional 1 year terms pursuant to the specifications; and

WHEREAS, the sum of Six Thousand (\$6,000.00) Dollars is available in Operating Acct #01-201-28-375-312; and

Department of Public Works/Park Maintenance			
Acct No.	P.O. #		Amount
01-201-28-375-312	125493	Temp. Encumb	\$6,000.00
		Total Contract	\$158,595.00

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

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

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

(Continued on page 2)

Continuation of Resolution _____
City Clerk File No. Res. 17-618
Agenda No. 10.2.9 JUL 19 2017

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE AT NUMEROUS BALL FIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

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

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

RESOLVED, Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year permanent budget and in the subsequent calendar year budget.

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

Department of Public Works/Park Maintenance

Acct No.	P.O. #		Amount
01-201-28-375-312	125493	Temp. Encumb	\$6,000.00
		Total Contract	\$158,595.00

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

PF/pc
6/23/17

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

SD
7-10-17

Certification Required
Not Required APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7-19-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

Mid-Atlantic Information Office

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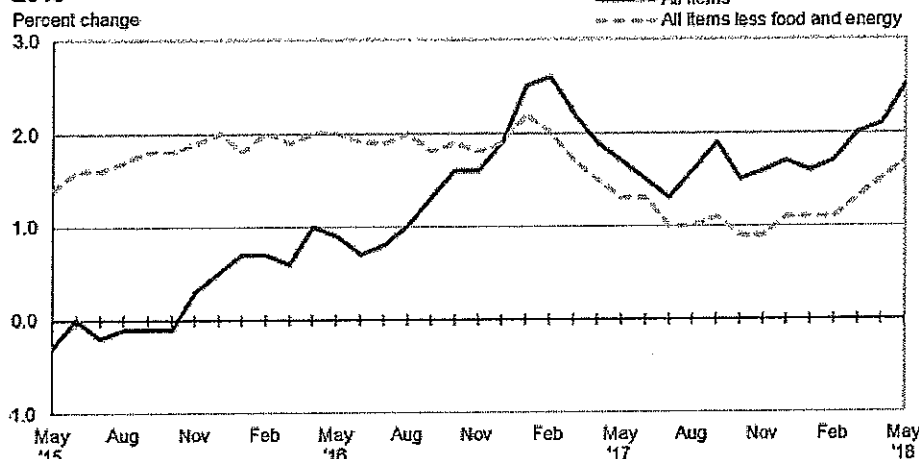
Consumer Price Index, Northeast Region – May 2018

Regional prices up 0.4 percent over the month and 2.5 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) in the Northeast advanced 0.4 percent in May, the U.S. Bureau of Labor Statistics reported today. Sheila Watkins, the Bureau's regional commissioner, noted that the recent one-month increase mainly reflected a 3.3-percent increase in the energy index. The all items less food and energy index also increased since April, up 0.2 percent, while the food index was unchanged over the month. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect the impact of seasonal influences.)

Over the last 12 months, the Northeast all items CPI-U increased 2.5 percent. (See [chart 1](#) and [table A](#).) The all items less food and energy index led the advance, rising 1.7 percent. The energy index and the food index also rose, up 12.3 and 1.8 percent, respectively, since May 2017. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, Northeast region, May 2015–May 2018



Source: U.S. Bureau of Labor Statistics

Food

The food index was unchanged since April as lower prices for food at home (-0.5 percent) were offset by an increase in prices for food away from home (0.6 percent).

From May 2017 to May 2018, the food index increased 1.8 percent. Prices for both food away from home and food at home increased over the year, up 3.1 and 0.9 percent, respectively.

Energy

The energy index, which includes prices for household and transportation fuels, increased 3.3 percent in May, due mostly to higher prices for gasoline, up 6.4 percent. Prices for electricity also increased over the month, up 4.0 percent, while those for utility (piped) gas service decreased, down 4.0 percent.

The energy index advanced 12.3 percent since May 2017. The increase reflected higher prices for gasoline, up 20.3 percent. Prices also increased over the year for electricity (3.3 percent) and utility (piped) gas service (6.5 percent).

News Release Information

18-1018-PHI
Tuesday, June 12, 2018

Contacts


Technical information:

(215) 597-3282
BLSinfoPhiladelphia@bls.gov
www.bls.gov/regions/mid-atlantic

Media contact:

(215) 861-5500
BLSMediaPhiladelphia@bls.gov

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All items less food and energy

The index for all items less food and energy edged up 0.2 percent over the month. The recent advance was due largely to a rise in shelter prices, up 0.5 percent since April. Prices were also higher for education and communication (0.3 percent), among others, while prices were lower for recreation (-0.7 percent).

The index for all items less food and energy increased 1.7 percent since May 2017, led by higher prices for shelter, up 2.8 percent. Prices also rose over the year for medical care (2.6 percent), but were lower for household furnishings and operations (-1.1 percent).

Table A. Northeast region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2014		2015		2016		2017		2018	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.6	1.5	-0.2	-0.4	0.0	0.7	0.6	2.5	0.5	1.6
February	0.1	1.0	0.2	-0.2	0.2	0.7	0.3	2.6	0.4	1.7
March	0.5	1.5	0.3	-0.4	0.2	0.6	-0.1	2.2	0.1	2.0
April	0.0	1.6	0.1	-0.3	0.6	1.0	0.3	1.9	0.4	2.1
May	0.4	2.0	0.4	-0.3	0.3	0.9	0.1	1.7	0.4	2.5
June	0.0	1.9	0.3	0.0	0.2	0.7	0.0	1.5		
July	0.1	1.8	-0.1	-0.2	0.0	0.8	-0.2	1.3		
August	-0.3	1.3	-0.2	-0.1	0.1	1.0	0.3	1.6		
September	0.0	1.2	0.0	-0.1	0.2	1.3	0.5	1.9		
October	-0.2	1.4	-0.2	-0.1	0.2	1.6	-0.1	1.5		
November	-0.4	0.9	0.0	0.3	0.0	1.6	0.0	1.8		
December	-0.5	0.4	-0.4	0.5	0.0	1.9	0.1	1.7		

The Consumer Price Index for June 2018 is scheduled to be released Thursday, July 12, 2018, at 8:30 a.m. (ET).

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 5,000 housing units and approximately 22,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/pdf/homch17.pdf.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **Note: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The Northeast region is comprised of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods, Northeast Region, (1982-84=100 unless otherwise noted) (not seasonally adjusted)

Expenditure category	Indexes				Percent change from		
	Historical data	Mar. 2018	Apr. 2018	May 2018	May 2017	Mar. 2018	Apr. 2018
Services	NAF	334.865	335.433	336.839	2.4	0.6	0.4
Special aggregate indexes							
All items less shelter	NAF	234.793	235.922	236.928	2.3	0.9	0.4
All items less medical care	NAF	252.988	254.120	255.345	2.5	0.9	0.5
Commodities less food	NAF	155.981	157.831	159.081	3.3	2.0	0.8
Nondurables	NAF	227.597	230.501	232.416	4.1	2.1	0.8
Nondurables less food	NAF	200.203	204.260	207.557	6.3	3.7	1.6
Services less rent of shelter(2)	NAF	333.212	333.226	334.401	1.9	0.4	0.4
Services less medical care services	NAF	320.954	321.452	323.016	2.3	0.6	0.5
Energy	NAF	213.671	217.608	224.829	12.3	5.2	3.3
All items less energy	NAF	271.327	272.153	272.698	1.7	0.5	0.2
All items less food and energy	NAF	275.350	276.113	276.756	1.7	0.5	0.2
Footnotes							
(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.							
(2) Indexes on a December 1982=100 base.							
(3) Indexes on a December 1997=100 base.							
(4) Special Index based on a substantially smaller sample.							
(5) Indexes on a December 1993=100 base.							
(6) Indexes on a December 1977=100 base.							
Note: Index applies to a month as a whole, not to any specific date.							

Last Modified Date: Tuesday, June 12, 2018

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U.S. Bureau of Labor Statistics | Mid-Atlantic Information Office, Suite 610-E, 170 South Independence Mall West, Philadelphia, PA 19106-3305
www.bls.gov/regions/mid-atlantic | Telephone: 1-215-597-DATA (or 3282) | [Contact Mid-Atlantic Region](#)

Expenditure category	Indexes				Percent change from		
	Historical data	Mar. 2018	Apr. 2018	May 2018	May 2017	Mar. 2018	Apr. 2018
All items	✓	263.556	264.669	265.840	2.5	0.9	0.4
All items (December 1977 = 100)	✓	415.020	416.772	418.617			
Food and beverages	✓	258.100	259.235	259.256	1.8	0.4	0.0
Food	✓	258.385	259.625	259.594	1.8	0.5	0.0
Food at home	✓	248.406	249.436	248.220	0.9	-0.1	-0.5
Cereals and bakery products	✓	294.079	293.366	291.749		-0.8	-0.6
Meats, poultry, fish, and eggs	✓	252.387	255.219	250.683		-0.7	-1.8
Dairy and related products	✓	225.582	225.197	224.775		-0.4	-0.2
Fruits and vegetables	✓	310.177	311.867	312.553		0.8	0.2
Nonalcoholic beverages and beverage materials	✓	173.398	172.571	172.688		-0.4	0.1
Other food at home	✓	221.806	223.498	223.088		0.6	-0.2
Food away from home	✓	276.763	278.327	280.017	3.1	1.2	0.6
Alcoholic beverages	✓	253.216	253.071	253.731	1.0	0.2	0.3
Housing	✓	280.985	281.574	282.848	2.8	0.7	0.5
Shelter	✓	347.179	348.276	349.926	2.8	0.8	0.5
Rent of primary residence ⁽¹⁾	✓	349.161	349.889	350.585	2.5	0.4	0.2
Owners' equivalent rent of residences ⁽¹⁾⁽²⁾	✓	358.681	359.918	360.764	2.6	0.6	0.2
Owners' equivalent rent of primary residence ⁽¹⁾⁽²⁾	✓	358.432	359.669	360.510	2.6	0.6	0.2
Fuels and utilities	✓	231.105	229.335	230.903	5.6	-0.1	0.7
Household energy	✓	205.988	203.994	205.573	6.2	-0.2	0.8
Energy services ⁽¹⁾	✓	202.979	200.253	202.578	3.8	-0.2	1.2
Electricity ⁽¹⁾	✓	205.089	201.559	209.697	3.3	2.2	4.0
Utility (piped) gas service ⁽¹⁾	✓	183.764	182.562	175.207	6.5	-4.7	-4.0
Household furnishings and operations	✓	119.485	120.108	120.029	-1.1	0.5	-0.1
Apparel	✓	130.835	133.247	133.571	1.6	2.1	0.2
Transportation	✓	205.091	207.639	210.975	4.6	2.9	1.6
Private transportation	✓	197.503	199.980	202.964	5.5	2.8	1.5
New and used motor vehicles ⁽³⁾	✓	96.871	96.514	95.995	-0.4	-0.9	-0.5
New vehicles	✓	145.485	145.056	144.405	-1.0	-0.7	-0.4
New cars and trucks ⁽³⁾⁽⁴⁾	✓	100.821	100.527	100.073	-0.9	-0.7	-0.5
New cars ⁽⁴⁾	✓	134.300	133.868	133.281	-2.2	-0.8	-0.4
Used cars and trucks	✓	145.718	145.294	144.337	-1.6	-0.9	-0.7
Motor fuel	✓	224.864	237.081	252.165	20.3	12.1	6.4
Gasoline (all types)	✓	223.792	236.049	251.143	20.3	12.2	6.4
Gasoline, unleaded regular ⁽⁴⁾	✓	221.284	233.807	249.078	20.8	12.6	6.5
Gasoline, unleaded midgrade ⁽⁴⁾⁽⁵⁾	✓	237.074	247.333	262.082	17.7	10.5	6.0
Gasoline, unleaded premium ⁽⁴⁾	✓	231.937	241.824	254.886	16.9	9.9	5.4
Motor vehicle insurance ⁽⁶⁾	✓	620.384	620.681	620.681		0.0	0.0
Medical care	✓	504.112	504.859	504.921	2.6	0.2	0.0
Medical care commodities	✓	390.484	388.475	391.666	1.2	0.3	0.8
Medical care services	✓	536.686	538.277	537.377	3.0	0.1	-0.2
Professional services	✓	380.157	380.487	379.266	0.6	-0.2	-0.3
Recreation ⁽³⁾	✓	123.949	124.184	123.315	-0.6	-0.5	-0.7
Education and communication ⁽³⁾	✓	139.664	139.679	140.123	0.4	0.3	0.3
Tuition, other school fees, and child care ⁽³⁾	✓	1,210.467	1,210.467	1,210.763		0.0	0.0
Other goods and services	✓	486.713	488.167	489.364	3.1	0.5	0.2
Commodity and service group							
Commodities	✓	189.633	191.390	192.327	2.8	1.4	0.5
Commodities less food and beverages	✓	152.310	154.209	155.449	3.4	2.1	0.8
Nondurables less food and beverages	✓	198.929	201.256	204.723	6.7	4.0	1.7
Durables	✓	102.994	102.828	102.223	-1.4	-0.7	-0.6

Footnotes

- (1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.
- (2) Indexes on a December 1982=100 base.
- (3) Indexes on a December 1997=100 base.
- (4) Special index based on a substantially smaller sample.
- (5) Indexes on a December 1993=100 base.
- (6) Indexes on a December 1977=100 base.

Note: Index applies to a month as a whole, not to any specific date.

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Public Construction Contracts

Questions in reference to EEO/AA Requirements for Public Construction Contracts should be directed to:

Jeana F. Abuan
Supvg. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547- 4538
E-mail Address: abuanj@jcnj.org

(REVISED 4/13)

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

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO

EXHIBIT B (2 of 4)

Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (3 of 4)

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

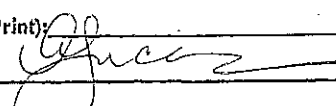
(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

EXHIBIT B

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Ana Lucas
Representative's Signature:  **Vice President**
Name of Company: Starlite Electric, LLC Tel. No.: _____ Date: 6-13-18

260 Main Street
Keansburg, NJ 07734
P: 732-495-7600
F: 732-495-7688

STATE OF NEW JERSEY
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Official Use Only

Assignment

Code

FD-1111-1111
Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa2011ns.pdf

1. ID NUMBER 34-1998379	2. CONTRACTOR ID NUMBER	3. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT Name: Address:
3. NAME AND ADDRESS OF PRIME CONTRACTOR Starlite Electric, LLC 260 Main Street Keansburg, NJ 07734 P: 732-495-7600 F: 732-495-7688		CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD
4. IS THIS COMPANY MINORITY OWNED? () OR WOMAN OWNED ()		6. NAME AND ADDRESS OF PROJECT Name: Address:
7. PROJECT NUMBER		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
COUNTY		

9. TRADE OR CRAFT	PROJECT (H) TOTAL EMPLOYEES				PROJECT (H) 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	2	2			1	1				
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

Starlite Electric, LLC
260 Main Street
Keansburg, NJ 07734
P: 732-495-7600
F: 732-495-7688

Ana Lucas
(Signature)
Ana Lucas
Vice President

6-13-18
(Date)

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

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

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

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

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

Ana Lucas
Vice President

Representative's Name/Title (Print): _____
Representative's Signature: Ana Lucas
Name of **Stanlite Electric, LLC** Date: 6-13-18
Tel. No.: 260 Main Street
Keansburg, NJ 07734
P: 732-495-7600
F: 732-495-7688

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 : Starlite Electric, LLC
Address : 260 Main Street
Keansburg, NJ 07734
Telephone No. : P: 732-495-7600
F: 732-495-7688
Contact Name: Ana Lucas

Please check applicable category :

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

Definitions:

Minority Business Enterprise

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

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

Woman Business Enterprise

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

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Starlite Electric, LLC
Business Name : 260 Main Street
Address : Keansburg, NJ 07734
Telephone No. : P: 732-495-7600
F: 732-495-7688
Contact Name: _____

Please check applicable category :

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

Definitions:

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: JC Sports Ltg & Scoreboards Maintenance @ Numerous Ballfields
 Contractor: Sterito Electric Bid Amt. \$ _____

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

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither

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

CONTINUED ON NEXT PAGE

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: JC Sports Ltg. & Scoreboards Maintenance @ Numerous Ballfields
 Contractor: Starlite Electric Bid Amt. \$ _____

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

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither

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

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project JC Sports Ltg. + Scoreboard Maintenance

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

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

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

We always try to reach out to WBE or MBE first with respect to being a job or buying materials.

Name of Contractor **Starlite Electric, LLC**
 By: Signature [Signature] 260 Main Street
 Type or print name/title **Ana Lucas** Keansburg, NJ 07734
Vice President P: 732-495-7600
 Telephone No: _____ Date **F: 732-495-7688 6-13-18**

.....
 For City Use:
 Acceptable M/W Business Participation levels for this Project: _____
 By _____ Date: _____

MWBE Page 3 Project JC Sports Ltg + Score board Maintenance

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

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?
We always try to reach out to WBE or MBE first with respect to being a sub or a vendor.

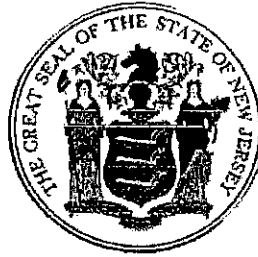
Starlite Electric, LLC
 Name of Contractor 260 Main Street
 By: Signature [Signature] **Ana Lucas**
 Type or print name/title: **Vice President**
 Telephone No: P: 732-495-7600
F: 732-495-7688
 Date 6-13-18

.....
 For City Use:
 Acceptable M/W Business Participation levels for this Project: _____
 By _____ Date: _____

PURCHASING COPY

Certificate Number
650310

Registration Date: 04/02/2018
Expiration Date: 04/01/2020



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:

Staliff Electric, LLC
2018

Responsible Representative(s):
Dennis Lucas, President

Handwritten signature of Robert Asaro-Angelo.

Robert Asaro-Angelo, Acting Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
33 WEST STATE STREET, 5TH FLOOR
P.O. BOX 026
TRENTON, NEW JERSEY 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
Acting State Treasurer

APPROVED

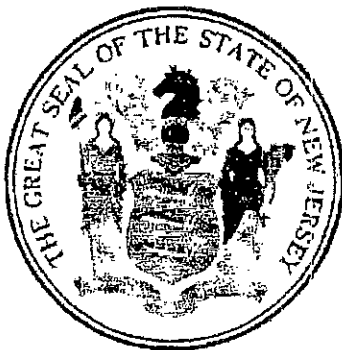
under the

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

This certificate acknowledges **STARLITE ELECTRIC LLC** as a **Category 2 & 5** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

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

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



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: February 4, 2016
Certification Number: 67647-10

Expiration: February 3, 2019

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

DENNIS J. LUCAS
260 Main Street, Suite 1
Keansburg NJ 07734

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors
HAS LICENSED
DENNIS J. LUCAS
Electrical Contractor

03/22/2018 TO 03/31/2021
VALID

SIGNATURE

34EI01060600

License/Registration/Certificate #

03/22/2018 TO 03/31/2021
VALID

34EI01060600

LICENSE/REGISTRATION/CERTIFICATION #

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST

PLEASE NOTIFY:

Board of Examiners of Electrical Con
P.O. Box 45006
Newark, NJ 07101

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE

DENNIS J. LUCAS

EXPIRATION DATE 2021

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 34EI 01060600 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Board of Examiners of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

HOME
BUSINESS

PRINT YOUR NEW MAILING ADDRESS BELOW.
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE.

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

STARLITE ELECTRIC, LLC
260 MAIN STREET - SUITE 1
KEANSBURG, NJ 07734

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$5,000,000	C047 - ELECTRICAL license #: 34EB01060600	12/08/2016	12/07/2018

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE

STATE OF NEW JERSEY
SCHOOLS DEVELOPMENT AUTHORITY

37 EAST FRONT STREET
P.O. BOX 991
TRENTON, NJ 08646-0991
609-943-5955

December 14, 2016

Dennis Lucas, Owner
Starlite Electric, LLC
260 South Main Street, Suite #1
Keansburg, NJ 07734

Re: Contractor Prequalification Notice
Federal Tax ID: 34-1998379

Dear Mr. Lucas:

The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that Starlite Electric, LLC has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limits as listed below.

Trade(s)	Aggregate Rating
ELECTRICAL	\$5 MILLION

Your firm is prequalified by the NJSDA until December 7, 2018. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

We look forward to your firm's participation in the Schools Construction Program. Should you have any questions regarding your status, or require assistance of any kind, please contact the Prequalification Unit at 609-943-5955.

Sincerely,

Karon L. Simmonds
Director,
Risk Management and Vendor Services

cc: Prequalification File
M. Tyner

State Of New Jersey
 New Jersey Office of the Attorney General
 Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
 Board of Examiners of Electrical Contractors

HAS LICENSED

STARLITE ELECTRIC LLC
 DENNIS J LUCAS
 260 Main Street
 Suite 1
 Keansburg NJ 07734

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

New Jersey Office of the Attorney General
 Division of Consumer Affairs
 THIS IS TO CERTIFY THAT THE
 Board of Examiners of Electrical Contractors
 HAS LICENSED
 STARLITE ELECTRIC LLC
 Electrical Business Permit

03/22/2018 TO 03/31/2021
 VALID

SIGNATURE

Sharon M. Joyce
 ACTING DIRECTOR

34EB01060600
 License/Registration/Certificate #

03/22/2018 TO 03/31/2021
 VALID

34EB01060600
 LICENSE/REGISTRATION/CERTIFICATION #

PLEASE DETACH HERE
 IF YOUR LICENSE/REGISTRATION/
 CERTIFICATE ID CARD IS LOST
 PLEASE NOTIFY:
 Board of Examiners of Electrical Contractors
 P.O. Box 45006
 Newark, NJ 07101

Signature of Licensee/Registrant/Certificate Holder

Sharon M. Joyce
 ACTING DIRECTOR

PLEASE DETACH HERE

STARLITE ELECTRIC LLC

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 34EB 01060600 . PLEASE USE IT IN ALL
 CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
 CHANGES YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
 BELOW.

EXPIRATION DATE 2021

Board of Examiners of Electrical Contractors
 P.O. Box 45006
 Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.
 YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
 YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
 AVAILABLE TO THE PUBLIC.

HOME
 BUSINESS

PRINT YOUR NEW MAILING ADDRESS BELOW.
 YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
 THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
 CORRESPONDENCE.

HOME
 BUSINESS

TELEPHONE
 INCLUDE AREA CODE

TELEPHONE
 INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be
 within reasonable proximity of your original license/registration/certificate at your principal office or place of business.



STARELE-01

TOBI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2018

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

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


PRODUCER Alliance Risk Management, LLC P.O. Box 671 Englishtown, NJ 07726	CONTACT NAME: PHONE (A/C, No, Ext): (732) 851-6315 E-MAIL ADDRESS: contact@ariskmgt.com	FAX (A/C, No): (732) 851-6317
	INSURER(S) AFFORDING COVERAGE	
INSURED Starlite Electric LLC 260 Main Street, Ste 1 Keansburg, NJ 07734	INSURER A : Selective Fire & Casualty	14377
	INSURER B : Selective Casualty Ins Co	14376
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		S 2203268	05/14/2018	05/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			S 2203268	05/14/2018	05/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 2203268	05/14/2018	05/14/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 9031652	05/14/2018	05/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			S 2203268	05/14/2018	05/14/2019	LIMIT 100,000
A	Equipment Floater			S 2203268	05/14/2018	05/14/2019	DEDUCTBLE 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Sports Lighting and Scoreboards Maintenance at Numerous Ballfields
City Of Jersey City, Div. Of Purchasing is included as an additional insured with respect to work performed by the named insured, as per written contract.

CERTIFICATE HOLDER City Of Jersey City Div. Of Purchasing 394 Central Ave Jersey City, NJ 07307	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Certification 40116

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

I hereby certify that the contractor listed below has submitted an Employee Information Report pursuant to
NJAC 17:27-11 of section of the State Treasury and approved said report. This approval will remain in
effect for the period of 15-JUN-2014 to 15-JUN-2021

STARLITE ELECTRIC, LLC
250 MAIN STREET
KEANSBURG NJ 07734



Andrew P. Sotomayor-Einstoff
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: STARLITE ELECTRIC LLC

Trade Name:

Address: 260 MAIN STREET, SUITE #1
KEANSBURG, NJ 07734-1766

Certificate Number: 1069595

Effective Date: June 16, 2004

Date of Issuance: June 28, 2018

For Office Use Only:
20180628152912684

**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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
Dennis Lucas	29 Nate Lane Howell, NJ 07731

Part 3 – Signature and Attestation:

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

Name of Business Entity: **Starlite Electric, LLC**
 Signature of Affiant: *[Signature]* **Keansburg, NJ 07734** Title: **Ana Lucas**
 Printed Name of Affiant: **P: 732-495-7600** **Vice President**
F: 732-495-7688 **6-13-18**

Subscribed and sworn before me this 13 day of June, 2018
 My Commission expires: **MANOLITA SCUTT**
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 11/19/2020
 (Witnessed or attested by) *[Signature]*
 (Seal)

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Starlite Electric (name of business entity) has not made any reportable contributions in the **one-year period preceding Aug 29, 2017 (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 Starlite Electric (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: _____

Starlite Electric, LLC

260 Main Street

Keansburg, NJ 07734

Signed: _____

Title: _____

P: 732-495-7600

Print Name: _____

**Ana Lucas
Vice President**

Date: _____

F: 732-495-7688

Subscribed and sworn before me
this 15 day of June, 2018.

My Commission expires: _____

(Affiant)

**Ana Lucas
Vice President**

(Print name & title of affiant)

(Corporate Seal)

MANOLITA SCUTT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/19/2020

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

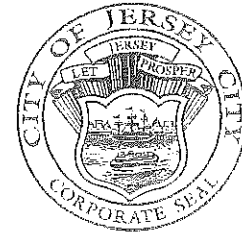
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-702

Agenda No. 10.Z.28

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH MJ HOAG CONTRACTING INC. FOR PROVIDING TREE PLANTING SERVICES CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 17-617, approved on July 19, 2017, awarded a one-year contract in the amount of \$108,000.00 to **MJ HOAG CONTRACTING INC.** for providing tree planting services citywide for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **July 19, 2018 and ending on July 18, 2019**; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, the total cost of the contract renewal is **\$108,930.00**; and

WHEREAS, funds in the amount of \$108,930.00 are available in the **Division of Park Maintenance Capital Account No. 04-215-55-935-990**.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **MJ HOAG CONTRACTING INC.** for providing tree planting services citywide for the City of Jersey City (City), Department of Public Works, Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of July 19, 2018, and the total cost of the contract shall not exceed **\$108,930.00**;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH MJ HOAG CONTRACTING INC. FOR PROVIDING TREE PLANTING SERVICES CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Capital Account No. 04-215-55-935-990 for payment of the above resolution.

Requisition # 0184247

Purchase Order # 129732

June 29, 2018

APPROVED: Patrick G. Stamato, DPW Director APPROVED AS TO LEGAL FORM B.B.
7-3-18

APPROVED: Greg Dorman, Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - 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 RENEWAL OF A CONTRACT WITH MJ HOAG CONTRACTING INC. FOR PROVIDING TREE PLANTING SERVICES CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Director
Phone/email	201-547-4449	socasio@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 purpose of this resolution is to:

- ✦ There is need for tree planting services citywide
- ✦ Size is 2 ½ inch by 3 inch.
- ✦ Vendor will provide all materials, equipment and vehicles required.
- ✦ DPW spent about \$70,000.00 in 2017.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

04-215-55-935-900 (Parks Capital)
Total Contract Amount =\$108,930.00

Exercising first of two options to renew for an additional one-year term.

07/19/18 to 07/18/19

Type of award

Contract Renewal

**If "Other Exception", enter type
Additional Information**

I certify that all the facts presented herein are accurate.

Salvador Reyes
Signature of Department Director

08/29/18
Date

Signature of Purchasing Director

Date

The Bidder agrees to perform all labor necessary and provide all materials, equipment and vehicles required to complete all work as described in these specifications for unit cost.

Minimum amount of trees to be planted 300 (Three Hundred) Trees

Maximum amount of trees to be planted (Seven Hundred) Trees

All quotes should be based on these numbers

All quotes must be based on unit cost per tree

The amount of the Performance Bond will be based upon the minimum of 300 (Three Hundred) Trees

The size should be 2 1/4" x 3" Caliber

300 x 360.⁰⁰ = Total Bid Price \$ 108,000.⁰⁰
Trees Unit Price

\$ 108,000
(In figures)

One hundred eight thousand
(In Writing)

All quotations must be typewritten or written in ink. Pencil quotations will automatically render bid informal.

The contract will awarded as an open-end contract. The minimum and maximum quantities that the City will order are set forth above.

Signature: [Signature] Date: 10/27/17

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

City Clerk File No. Res. 17-617

Agenda No. 10.Z.8

Approved: RF 19 2017

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO MJ HOAG CONTRACTING INC FOR TREE PLANTING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on June 27, 2017 for Tree Planting Citywide for the Department of Public Works/Division of Park Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract with the following minimum and maximum quantities specified:

	<u>Minimum</u>	<u>Maximum</u>
Trees	300	700

WHEREAS, MJ Hoag Contracting Inc, submitted the lowest bid with a unit cost of \$360.00 per Tree; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by MJ Hoag Contracting Inc, to be fair and reasonable; and

WHEREAS, the sum of One Hundred Eight Thousand (\$108,000.00) Dollars is available in Capital Accounts #04-215-55-935-990 and #04-215-55-898-990; and

WHEREAS, the sum One Hundred Eight Thousand (\$108,000.00) Dollars, will be budgeted for in the 2017 budget; and

WHEREAS, the balance of the contract funds will be made available as orders are placed.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with MJ Hoag Contracting Inc for the planting of Trees Citywide;
2. This contract is awarded as a one-year (1) open-end contract with a unit cost of \$360.00 per Tree and the City reserves the right to extend the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum quantity of Trees under the contract shall be 300 and maximum quantities shall be 700;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on page 2)

TITLE:
RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO MJ HOAG CONTRACTING INC FOR TREE PLANTING CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

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

I, Donna Mau (Donna Mau), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in the Account shown below:

Department of Public Works/Div. of Park Maintenance			Amount
Acct #	P.O #		
04-215-55-935-990	125538	Capital Acct	\$76,070.00
04-215-55-898-990	125539	Capital Acct	\$31,930.00
TOTAL CONTRACT			\$108,000.00

Approved by Peter Folgado PPRJ
 Peter Folgado, Director of Purchasing

PF/pc
 7/2/17

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM RD
7.10.17

 Corporation Counsel
 Certification Required
 Not Required APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.19.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

Silendra Baijnauth

From: Raymond Reddington
Sent: Friday, June 29, 2018 10:54 AM
To: Silendra Baijnauth
Subject: RE: Emailing: MJ Hoag Renewal

Looks okay.

-----Original Message-----

From: Silendra Baijnauth
Sent: Friday, June 29, 2018 9:44 AM
To: Raymond Reddington
Subject: RE: Emailing: MJ Hoag Renewal

Please see attached for corrections.

-----Original Message-----

From: Raymond Reddington
Sent: Friday, June 29, 2018 9:18 AM
To: Silendra Baijnauth <BaijnauthS@jcnj.org>
Subject: RE: Emailing: MJ Hoag Renewal

Please see attached copy of resolution for changes.

-----Original Message-----

From: Silendra Baijnauth
Sent: Monday, June 25, 2018 12:06 PM
To: Raymond Reddington
Subject: Emailing: MJ Hoag Renewal

Please see attached for a contract renewal.

Thanks

M.J. HOAG CONTRACTING, INC.

P.O. Box 202
Kenilworth, New Jersey 07033

Tel. (973) 923-0013
Fax: (973) 282-0066

June 18, 2018

City of Jersey City
Department of Public Works
Sammy Ocasio, Director
13-15 Linden Avenue East
Jersey City, NJ 07305

Re: Renewal Contract for Tree Planting Citywide, Department of Public
Works/Park Maintenance.

Dear Mr. Ocasio:

We accept the renewal contract for Project – Citywide Tree Planting. We also agree to the
terms of the contract.

Sincerely,



Michael Hoag
President
M.J. Hoag Contracting, Inc.

MH/ph



STEVEN M. FULOP
Mayor of Jersey City

CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO
Director

June 1, 2018

MJ Hoag Contracting Inc.
PO Box 202
Kenilworth NJ 07003
Attention: Mr. Hoag, President

Subject: Renewal Tree Planting

Dear Mr. Hoag:

Your present contract for Tree Planting City Wide for the City of Jersey/Division of Park Maintenance is due to expire on July 19, 2018. The provision of the contract allows the city to review the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumers Price Index Published by the Bureau of Labor Statistics.

At this time the CPI Number will not be available until July 12, 2018 and at that time we will be contacting the Bureau of Labor Statistics for the number. **Please confirm this renewal and terms in writing A.S.A.P. Also attached EEO Affirmative Action witch need to be filled out and returned along with your conformation letter and Business Registration information.**

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance she can be reached at 201-547-4449 or via email elizabeth@icni.org

Sincerely,


Sammy Ocasio, Director
Division of Park Maintenance

See attached forms and return originals
Equal Employment Opportunity- EEO Affirmative Action forms and Play to Play Forms

C: Silendra Bajjnauth, Fiscal Officer, Department of Public Works

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Public Construction Contracts

Questions in reference to EEO/AA Requirements for Public Construction Contracts should be directed to:

Jeana F. Abuan
Supvg. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547-4538
E-mail Address: abuanj@cnj.org

(REVISED 4/13)

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

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction BEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction BEO

EXHIBIT B (2 of 4)

Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (3 of 4)

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

EXHIBIT B

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Michael Hoag
Representative's Signature: [Signature]
Name of Company: MJ. Hoag Contracting, Inc. Tel. No.: 978-923-0013 Date: 6/14/18

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201
Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER 223086506		2. CONTRACTOR ID NUMBER 1232		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: CITY OF JERSEY CITY Address:				7. PROJECT NUMBER		
3. NAME AND ADDRESS OF PRIME CONTRACTOR MJ HOAG CONTRACTING, INC. (Name) 16 HILLSIDE AVENUE (Street Address) HILLSIDE NJ 07205 (City) (State) (Zip Code)				CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input checked="" type="checkbox"/> X		
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				6. NAME AND ADDRESS OF PROJECT Name: TREE PLANTING CITWIDE Address: COUNTY HUDSON						
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		4				1			7/30/18	10/29/18
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)

PRESIDENT
(Title)

6/14/18

(Date)

10. MICHAEL HOAG
(Please Print Your Name)
973 923-0013
(Area Code) (Telephone Number) (Ext.)

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

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

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

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

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

Representative's Name/Title (Print): Michael Hoag - President
Representative's Signature: _____
Name of Company: M-J Hoag Contracting, Inc
Tel. No.: 973-923-0013 Date: 6/14/18

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 : M.J. Hoag Contracting, Inc
Address : 110 Hillside Ave Hillside, NJ 07205
Telephone No. : 973-923-0013
Contact Name: Mike Hoag

Please check applicable category :

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

Definitions:

Minority Business Enterprise

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

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

Woman Business Enterprise

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

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name : M.J. Hoag Contracting, Inc
Address : 16 Hillside Ave Hillside, NJ
Telephone No. : 973-923-0013
Contact Name: Mike Hoag

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions:

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Form-MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: Citywide Tree Planting # _____
 Contractor: M.J. Hoag Contracting, INC Bid Amt. \$ N/A

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

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
<u>NONE</u>				

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

CONTINUED ON NEXT PAGE

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: Citywide Tree Planting # _____

Contractor: M.J. Hoag Contracting, Inc. Bld Amt. \$ N/A.

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

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
NONE				

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

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBB Page 3 Project Citywide - Tree Planting

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

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
NONE					

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

We attempt to reach the 20% goal.

Name of Contractor Mr. Hoag Contracting, Inc

By: Signature [Signature]

Type or print name/title: Michael Hoag

Telephone No: 973-923-0013 Date 10/14/18

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

Citywide Tree Planting

MWBE Page 3 Project

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

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither
NONE					

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

We attempt to reach the 20% goal.

Name of Contractor M.J. Hoag ~~Contractors~~ ^{INC} Contracting, Inc

By: Signature [Signature]

Type or print name/title: Michael Hoag -

Telephone No: 973-923-0013 Date 10/14/18

For City Use:

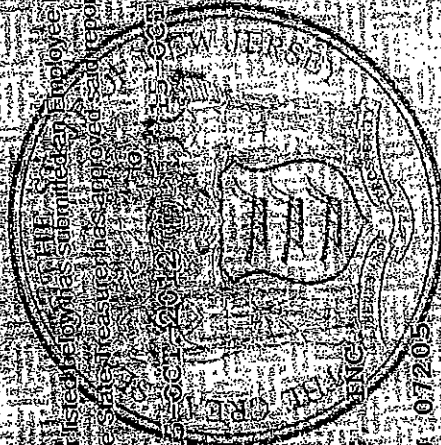
Acceptable M/W Business Participation levels for this Project: _____

By: _____ Date: _____

PURCHASING COPY

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 22402

Education



RENEWAL: This is to certify that the contractor's Employee Information Report submitted to NJATC 1/27/11 and the State's suite has been approved. This approval will remain in effect for the period of 12 months.

M. J. HOAC CONTRACTING, INC.
16 HILLSIDE AVENUE
HILLSIDE NJ 07205

Andrew P. Stearnon-Eustoff
State Treasurer



[Handwritten signature]

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:
M.J. HOAG CONTRACTING, INC.

TAXPAYER IDENTIFICATION#:

ADDRESS:
9 RED OAK LANE
KENILWORTH NJ 07033

EFFECTIVE DATE:
12/17/90

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:
0079206

ISSUANCE DATE:
10/08/04

John S. Tully
Acting Director

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

**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 M.J. Hoag Contracting, Inc. (name of business entity) has not made any reportable contributions in the ****one-year period** preceding 6/2018 (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 M.J. Hoag Contracting, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: M.J. Hoag Contracting, Inc.

Signed: [Signature] Title: President

Print Name: Michael Hoag Date: 6/14/18

Subscribed and sworn before me
this 14 day of June, 2018.
My Commission expires:

[Signature]
(Affiant)
Margaret Hoag
(Print name & title of affiant) (Corporate Seal)

Secretary

Margaret M. Hoag
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/25/19

[Signature]

**** 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**

*M.J. Hoag
Contracting, Inc*

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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
Michael Hoag 100% Shareholder	116 Hillside Ave. Hillside, NJ 07205

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: M.J. Hoag Contracting, Inc
 Signature of Affiant: [Signature] Title: President
 Printed Name of Affiant: Michael Hoag Date: 6/19/18

Subscribed and sworn before me this 14 day of June, 2018
 Margaret M. Hoag
 My Commission expires: NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 9/25/19
[Signature]
 (Witnessed or attested by)
 (Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

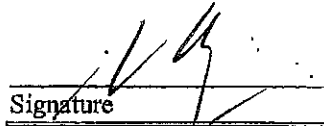
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	M.J. Hoag Contracting, Inc.		
Address:	16 HULLSIDE AVE		
City:	HULLSIDE	State:	NJ
		Zip:	07205

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

	Michael Hoag	President
Signature	Printed Name	Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$ 0
NO CONTRIBUTIONS			
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Check here if the information is continued on subsequent page(s)

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

City Clerk File No. Res. 18-703
Agenda No. 10.Z.29
Approved: JUL 18 2018
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO OPEN DATA SOFT LLC FOR DATA MANAGEMENT PLATFORM SUBSCRIPTION FOR THE CITY OF JERSEY CITY (CITY) OFFICE OF INNOVATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City), Office of Innovation would like to procure new data management software subscription to provide public access to data and better analyze and visualize the City's data for both internal and public use; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited three quotes, including one from Open Data Soft LLC, 50 Milk Street, Boston, Massachusetts 02109 in the total amount of twenty thousand dollars (\$20,000.00); and

WHEREAS, the Purchasing Director believes the proposal of Open Data Soft LLC, attached hereto, to be most advantageous, price and other factors considered; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Office of Innovation has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the Contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the Contractor from making any reportable contributions during the term of the contract; and

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

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

WHEREAS, funds are available for this contract in the Grant Account:

Account	PO #	Total Contract
02-213-40-780-314	129723	\$20,000.00

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

1. A contract award to Open Data Soft, LLC in the amount of \$20,000.00 for the subscription of the data management platform is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. Upon certification by an official or employee of the City authorized to administer the contract, the services have been performed and that the requirements of the contract met, then payment to the Contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continue on page 2)

City Clerk File No. Res. 18-703

Agenda No. 10.Z.29 JUL 18 2018

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO OPEN DATA SOFT LLC FOR DATA MANAGEMENT PLATFORM SUBSCRIPTION FOR THE CITY OF JERSEY CITY (CITY) OFFICE OF INNOVATION

- 4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached heretc, shall be placed on file with this resolution.

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

Account	PO #	Total Contract
02-213-40-780-314	129723	\$20,000.00

Approved by: Peter Folgado
 Peter Folgado, Director of Purchasing,
 CPA, RPPO

July 2, 2018
 Date

PF/pw/RR
 7/2/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Judy Roman
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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

R.R.
 7-2-18

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 OPEN DATA SOFT LLC FOR DATA MANAGEMENT PLATFORM SUBSCRIPTION FOR THE CITY OF JERSEY CITY (CITY) OFFICE OF INNOVATION

Project Manager

Department/Division	Administration	Office of Innovation
Name/Title	Brianna Lawrence	Director
Phone/email	blawrence@iceni.org	201-547-6587

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

Contract Purpose

As part of its ongoing mission to analyze and present complex datasets in order to make City operations more efficient and responsive to residents, the Office of Innovation requires data analysis tools that exceed the capabilities of products such as Microsoft Excel.

After examining a number of competing applications, the product offered by OpenDataSoft was judge to best meet the City's needs.

Cost (Identify all sources and amounts)

\$20,000
Innovation Grant (02-213-49-780-314)

Contract term (include all proposed renewals)

1 year

Type of award Statutorily permitted pursuant to N.J.S.A. 19:44A-20.5 et seq

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

6/28/18
Date

Purchasing Checklist



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

--

Purchasing Checklist

- Non-Collusion Affidavit
- Public Disclosure Information
- Mandatory EEO Language
- Employee Information Report
- Americans with Disabilities Act
- MWBE Questionnaire
- NJ Business Registration Certificate
- Jersey City Pay-to-Play Certification
- Pay-to-Play Business Entity Disclosure
- Pay-to-Play Political Contribution Disclosure
- Determination of Value (over \$17,500)
- EUS Certification
- Price Quote
- Contract
- Debarment Certification
- Determination of Emergency
- Certificates of Experience General Contractor
- Plant/Equipment Questionnaire - GC
- Consent of Surety
- Acknowledgement of Addendum



Data Management Platform

One product for open data, performance management, and smart city

Price Quote for 1 Year
Valid for Calendar Year 2018



Date: Wednesday, February 21, 2018

Contact:

Rachel Han

rachel.han@opendatasoft.com

203.715.3962



**OPENDATASOFT LLC
SALES ORDER**

Client (full legal name):	City of Jersey City, NJ
Primary Contact Name:	Tiby Kantrowitz
Primary Contact Email:	TKantrowitz@jcnj.org
Primary Contact Phone:	201.577.6140
Billing Address:	
Billing Contact Name:	
Billing Contact Email:	
Billing Contact Phone:	

The client identified above ("Client") hereby orders from OpenDataSoft LLC ("ODS") the services described in this Sales Order (the "Services"). This Sales Order is being issued pursuant and subject to, and hereby incorporates, the Master Services Agreement ("Agreement") between Client and ODS as same has been executed and/or amended by the parties. Capitalized terms not herein defined shall have the meaning set forth in the Agreement. This Sales Order is effective as of the date of execution by both parties (the "Effective Date").

1. **Services.** Subject to the following Scope Limitations and the other terms and conditions in the Agreement, Company hereby grants to Client a license to access and use, the Platform during the term of this Sales Order:

Scope Limitations		
Type	Quantity	Comments
Data size or raw data (GB)	5	
API calls per month	100,000	
Number of Datasets	Unlimited	
Number of federated Datasets*	Unlimited	
Maximum size of one Dataset (rows)	150,000	
Real-time, Smart City data and content input (GB per day)	0.5	
Sub-Domains	0	

*Federated Datasets are ones stored at data.opendatasoft.com. ODS currently has more than 10,000 public datasets that cover federal, state, and local government data as well as a variety of industries from energy and trade to the environment and population trends, to name a few.

2. **Term.** The initial term of this Sales Order shall be three (3) years beginning upon the Effective Date (the "Initial Term"), unless terminated earlier in accordance with the Agreement. This Order Form will automatically renew for successive periods equal to the length of the Initial Term (each, a "Renewal Term") unless a party provides the other party written notice 30 days in advance of the expiry of the Initial Term or then-current Renewal Term, as applicable, of its desire to amend the duration of the Renewal Term or terminate this Sales Order.

3. **Fees.** Client shall pay Company the following Platform fees, plus any applicable taxes:

Annual Platform Fee	\$20,000
----------------------------	-----------------

Client's billing cycle begins on the Effective Date. Fees are invoiced annually in advance, beginning upon the Effective Date.



<p>[Client Name]</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	<p>OpenDataSoft LLC</p> <p>Signature:</p> <p>Name: Franck Carassus</p> <p>Title: Co-Founder and COO</p> <p>Date:</p>
--	--



OpenGov, Inc.
 955 Charter Street
 Redwood City, CA 94063
 United States

Quote Number: OG-00003501
 Created Date: 4/13/2018
 Quote Expiration: 4/20/2018
 Contract Dates: Effective Date: 5/1/2018
 End Date: 4/30/2023

Prepared By: Varun Valluri
 Email: varun.valluri@opengov.com
 Contract Term: 60 Months

Customer Information

Contact Name: Tiby Kantrowitz
 Phone: (201) 577-6140
 Email: tkantrowitz@cnj.org
 Bill To Name: City of Jersey City, NJ
 Bill To / Ship To: 280 Grove St.
 Jersey City, New Jersey 07302
 United States

Product	Contract Effective Date	Contract End Date	Annual Fee	Total Price
Citizen Engagement - Between \$400-500 Million - 5Y	5/1/2018	4/30/2023	USD 36,921.00	USD 184,605.00
Standard Citizen Engagement Deployment - Prepaid Hours - Between \$400-500 Million - 0Y	5/1/2018		USD 0.00	USD 16,740.00

Annual Fee: USD 36,921.00
 Billing Frequency: Annual
 First Term: USD 53,661.00
 Grand Total: USD 201,345.00

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement attached as Appendix A and the Statement of Work ("SOW") attached and incorporated herein. The Order Form, Software Services Agreement and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Signature

Customer

OpenGov, Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Budget Estimate prepared for Jersey City

Submitted by:

Ewan Simpson, Account Executive – State & Local Government
Socrata
705 5th Ave S #600,
Seattle, WA 98104
Phone: (443) 939-4150
Email: ewan.simpson@socrata.com

Deliverables	List price (March 1, 2018 - February 28, 2019)	Jersey City - (March 1, 2018 - February 28, 2019)	List price (March 1, 2019 - February 29, 2020)	Jersey City - (March 1, 2019 - February 29, 2020)	List price (March 1, 2020 - February 28, 2021)	Jersey City - (March 1, 2020 - February 28, 2021)
Software License Fees: <ul style="list-style-type: none"> Citizen Connect (up to 5 datasets) 	\$30,000	\$24,400	\$33,000	\$25,620	\$36,300	\$26,901
Program Implementation Fees: <ul style="list-style-type: none"> Implementation Citizen Connect (one-time, up to 5 datasets) 	\$25,000	\$5,597*	n/a	n/a	n/a	n/a
Ongoing Training & Education	Included in	Included in	Included in	Included in	Included in	Included in
TOTAL NOT TO EXCEED PRICE	Year 1 Total:	\$29,997	Year 2 Total:	\$25,620	Year 3 Total:	\$26,901

*NASPO Value Point discounts applied; agreement must be signed and P.O. issued on/before 2/28/2018

Year 1 Initial Costs Estimate for all fees for implementation, license, use, access, training, education, etc.	\$29,997
Three Year Total Cost Estimated total cost over a 3-year period	\$82,518



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 2228166 FOR OPENDATASOFT IS VALID.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

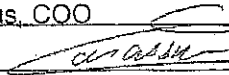
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): Franck Carassus, COO

Representative's Signature: _____


Name of Company: OpenDataSoft

Tel. No.: 781 952 0515

Date: June 27th 2018

**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 : OPENDATASOFT
Address : 50 MILK ST, BOSTON, MA 02109
Telephone No. : 781 952 0515
Contact Name : CARASSUS FRANCK

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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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: OPEN DATASOFT
Address: 50 MILK ST, BOSTON, MA 02109
Telephone No.: 781 952 0515
Contact Name: CARASSUS FANCK

Please check applicable category:

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

Definitions

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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 OPENDATASOFT (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: OPENDATASOFT (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: OPENDATASOFT

Signed: [Signature] Title: Co-Founder & COO

Print Name: CARASSUS FRANCO Date: May 9th 2018

Subscribed and sworn before me
this 9 day of May, 2018.
My Commission expires:

See attached
(Affiant) (Corporate Seal)

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

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

Part I -- Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
LAZARD Jean Marc	130 rue de Lamoignon, 75015 Paris, FRANCE
THOUHAS David	130 rue de Lamoignon, 75015 PARIS, FRANCE
CARASSUS Franck	31 HYDRIA RD, WINCHESTER, MA 01890 - USA
AURINVEST	11 RUE PORTAIS, 75008 PARIS, FRANCE
ASTER CAPITAL	26 Ave de l'OPERA; 75001 PARIS, FRANCE

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: OPEN DATASOFT
 Signature of Affiant: [Signature] Title: CO-FOUNDER & COO
 Printed Name of Affiant: CARASSUS FRANCK Date: May 9th 2018

Subscribed and sworn before me this 9 day of May, 2018.

My Commission expires: 8-11-21

(Witnessed or attested by)
See attached
 (Seal)

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

City Clerk File No. Res. 18-704

Agenda No. 10.Z.30

Approved: JUL 18 2018

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PARA-PLUS TRANSLATIONS, INC. FOR PROVIDING INTERPRETERS FOR MUNICIPAL COURT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) must provide certified, qualified and experienced interpreters to interpret legal proceedings in the City's Municipal Court; and

WHEREAS, Resolution 16-440 approved on June 29, 2016 awarded a one year contract in an amount not to exceed \$80,000.00 to Para-Plus Translations, Inc. to provide interpreting services; and

WHEREAS, the contract was awarded under the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, the City's Request for Proposals document included options for the City to renew the contract for two (2) additional one year terms for the same amount as last year's contract; and

WHEREAS, the services were performed in an effective and efficient manner; and

WHEREAS, the City desires to exercise the second option to renew the contract with Para-Plus Translations, Inc. to provide interpreting services for a one year period for an amount not to exceed \$80,000.00; and

WHEREAS, funds in the amount of \$5,000.00 are available in Account No.01-201-43-490-312.

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

- 1) Pursuant to N.J.S.A. 40A:11-15, a contract to provide interpreting services to the Jersey City Municipal Court is awarded to Para-Plus Translations, Inc.;
- 2) The total contract amount shall not exceed the sum of \$80,000;
- 3) The term of the contract shall be for one year commencing on July 1, 2018;
- 4) Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached;
- 5) The award of this contract shall be subject to the condition that Para – Plus Translations, Inc. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

- 6) Pursuant to N.J.A.C. 5:30-5.5(c) the continuation of the contract after the expenditure of funds encumbered in the 2018 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 calendar year permanent budget and in the subsequent calendar year budget; and
- 7) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, hereby certify that funds in the amount of \$5,000.00 available for the payment of the above resolution in Account No. 01-201-43-490-312.

P.O. No. 129659 Temporary Encumbrancy.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Greg Romano
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

B.R.
7-9-18

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN		ABSENT	
BOGGIANO	✓			ROBINSON	✓			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 RENEWAL OF A CONTRACT WITH PARA-PLUS TRANSLATIONS, INC. FOR PROVIDING INTERPERTERS FOR MUNICIPAL COURT

Initiator

Department/Division	ADMINISTRATION	Municipal Court
Name/Title	Wendy Razzoli	Court Director
Phone/email	201-209-6728	Razzoli@icnj.org

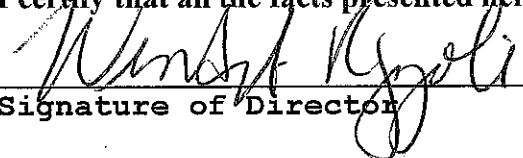
Note: Initiators will be available by phone during agenda meeting.

Resolution Purpose

The purpose of this resolution is to renew the contract with Para-Plus Translations, Inc. for providing Interpreter Services in the Jersey City Municipal Court. The Jersey City Municipal Court is required to provide certified, qualified and experienced interpreters to interpret legal proceedings during court sessions.

The current contract for providing interpreting services expires on June 30, 2018. The court is requesting to encumber \$5,000 to cover the expense of interpreter services from July 1, 2018 to June 30, 2019. It is anticipated that the Court will have to increase the temporary encumbrance amount from time to time via change order increasing the purchase order amount, as additional funds are added to the temporary professional service line item account number. Please note this will not exceed the overall contract amount

I certify that all the facts presented herein are accurate.



Signature of Director

6-30-18
Date



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
33 WEST STATE STREET, 5TH FLOOR
P.O. BOX 026
TRENTON, NEW JERSEY 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

ROBERT A. ROMANO
Acting State Treasurer

CERTIFIED

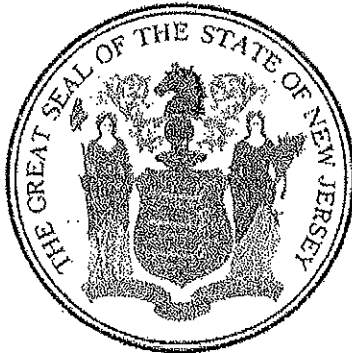
under the

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

This certificate acknowledges PARA-PLUS TRANSLATIONS INC is a MWBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

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

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



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: October 14, 2015
Certificate Number: 67271-12

Expiration: October 13, 2018



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
33 WEST STATE STREET, 5TH FLOOR
P.O. BOX 026
TRENTON, NEW JERSEY 08625-0026
PHONE: 609-292-2146 □ FAX: 609-984-6679

Dear Certification Applicant:

Your company has been certified as a Minority Business Enterprise and/or Women Business Enterprise (MBE/WBE) by The State of New Jersey. Your certificate is enclosed.

Your status in the New Jersey Selective Assistance Vendor Information (NJSAVI) database is assured. If you require any information in your company profile to be up-dated in the future, please let us know in writing at the above address, so that we can make the necessary changes.

Your MBE/WBE certification is valid for three years. On or before your third anniversary date, you must reapply for a 3-year period, submitting a completed application, and a check or money order in the amount of \$100.00.

The MBE/WBE application can be downloaded from the link below:

<http://www.nj.gov/njbusiness/contracting/>

Annually the business must submit, not more than 20 days prior to the anniversary of the certification notice, an "Annual Verification Statement" in which it shall attest that there is no change in the ownership, revenue, eligibility or control of the business in accordance with NJAC 17:46-1.4.

The Annual Verification Form can be downloaded from the link below:

<http://www.state.nj.us/njbusiness/contracting/documents/MBE%20WBE%20Annual%20Verification%20Form.pdf>

Should you have any questions or need assistance, you may call the office at (609) 292-2146 between 9:00 AM and 5:00 PM, Monday through Friday.

Sincerely,

Small Business Registration & M/WBE/VOB Certification Services Unit
New Jersey Department of the Treasury
Division of Revenue & Enterprise Services

(Rev.) 04/13

"New Jersey Business Registration Requirements" For Goods, Professional Service and General Service Contracts

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."

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Taxpayer Address:	247 ROBINSON AVE TRINTON, NJ 08611
Certificate Number:	1043907
Date of Issuance:	October 14, 2004
Fee Order Use Only:	2041041112202

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

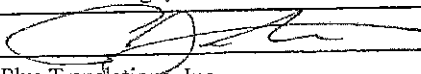
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): Robert Santiago, III

Representative's Signature: 

Name of Company:

Para-Plus Translations, Inc.

Tel. No.: 856-547-3695

Date: 5/25/18

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

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

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

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

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

Representative's Name/Title Print): Robert Santiago, III
Representative's Signature: _____
Name of Company: Para-Plus Translations, Inc.
Tel. No.: 856.547.3695 Date: 5/25/18

**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 : Para-Plus Translations, Inc.

Address : 2 Coleman Ave Cherry Hill, NJ 08034

Telephone No. : 856 547 3695

Contact Name : Robert Santiago, III

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE) Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

**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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
Sonia M. Santiago	503 Eldredge Ave Cape May, NJ 08204
Carlos D. Santaigo	1216 High St Haddon Heights, NJ 08035
Robert Santiago, III	345 Avondale Ave Haddonfield, NJ 08033

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.

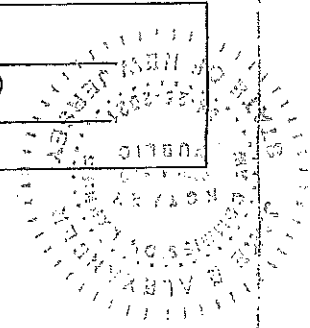
Name of Business Entity: Para-Plus Translations, Inc.
 Signature of Affiant: [Signature] Title: Chief Operating Officer
 Printed Name of Affiant: Robert Santiago, III Date: 5/25/18

Subscribed and sworn before me this 25 day of May, 2018.
 My Commission expires: _____

 (Witnessed or attested by)

 (Seal)

JAKE ALEXANDER
 Notary Public, State of New Jersey
 My Commission Expires
 April 25, 2021



**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 Para-Plus Translations, Inc. (name of business entity) has not made any reportable contributions in the ****one-year period** preceding 05-18 (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 Para-Plus Translations, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Para-Plus Translations, Inc.

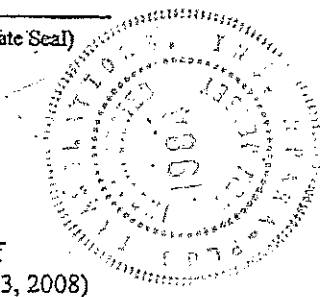
Signed: [Signature] Title: Chief Operating Officer

Print Name: Robert Santiago, III Date: 5/25/18

Subscribed and sworn before me
this 25 day of May, 2018.
My Commission expires:

[Signature]
(Affiant)
Robert Santiago III
(Print name & title of affiant) (Corporate Seal)

JAKEE ALEXANDER
Notary Public, State of New Jersey
My Commission Expires
April 25, 2021



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

Certification 32436

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-2016** to **15-MAY-2023**



PARA - PLUS TRANSLATIONS, INC.
2 COLEMAN AVE.
CHERR HILL NJ 08034



Ford M. Scudder

FORD M. SCUDDER
Acting State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
PARA-PLUS TRANSLATIONS, INC.

TRADE NAME:

ADDRESS:
2 COLEMAN AVENUE 1ST FLOOR
CHERRY HILL NJ 08034

SEQUENCE NUMBER:
0072789

EFFECTIVE DATE:
10/31/84

ISSUANCE DATE:
10/09/15

James J. Piscione
Director
New Jersey Division of Revenue

FORM-BRC

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

(04-08) D-205846V

AGREEMENT

AGREEMENT made this _____ day of _____ between the City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, a Municipal Corporation of the State of New Jersey ("City") and Para-Plus Translations, 394 Central Avenue, Jersey City, New Jersey 07307 (hereinafter referred to as "Consultant")

WHEREAS, the City requires certified, qualified, experienced interpreters to provide interpreting services for legal proceedings conducted by the Municipal Court of the City of Jersey City; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1(k), the Director of the Division of Local Government services approved the use of competitive contracting for this purpose; and

WHEREAS, the City's governing body approved a resolution authorizing the use of the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract to provide interpreting services; and

WHEREAS, the City publicly advertised for bids and received two proposals from Language Today, 520 Green Mountain Road, Mahwah, NJ 07430 and Para-Plus Translations, Inc. 2 Coleman Avenue, Cherry Hill, NJ 08034; and

WHEREAS, a committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared a report recommending that the contract be awarded to Para-Plus Translations, Inc.; and

WHEREAS, Para-Plus Translations, Inc. agrees to provide interpreting services for a one year period effective as of July 1, 2018 for an amount not to exceed \$80,000.; and

WHEREAS, Resolution _____ approved on July 18, 2018 authorized this Agreement between the City and the Consultant.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I Purpose of Agreement

The purpose of this Agreement is for Consultant to provide qualified, competent, and experienced AOC (Administrative Office of the Courts) certified court interpreters for the Jersey City Municipal Court on an as needed basis for all of its scheduled day sessions.

ARTICLE II
Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Request for Proposal ("RFP") prepared by the City and the proposal ("Proposal") prepared by Consultant and submitted to the City on April 19, 2016, both of which are attached hereto and made a part hereof by reference. This Agreement, the RFP, and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of this Agreement, the RFP and the Proposal, the provisions of this Agreement shall govern over the RFP and the Proposal, and the provisions of the RFP shall govern over the Proposal.

2. Such described services shall be performed during a period of one (1) year commencing on July 1, 2018 and ending on June 30, 2019.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

ARTICLE III
Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV
Compensation and Payment

1. The total fee payable to Consultant for the entire term of this Agreement shall not exceed the sum of Eighty Thousand Dollars (\$80,000.00).

2. The City agrees to pay the Consultant's fee in monthly payments. Compensation shall be payable upon submission and verification of monthly invoices to the

Municipal Court Director. Each invoice shall include a description of services, travel fees, number of hours services performed, and the hourly rate or session rate for interpreters who provided services during the month for which the invoice is being submitted. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent contractor coverages - covering as insured consultant with not less than two million dollars (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than one million dollars (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

C. Automobile Liability Coverage: covering as insured CONSULTANT with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work. Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

ARTICLE VI Termination

1. If a dispute arises between the parties during the contract term, and if, after a good faith effort the dispute is not resolved, the City has the unrestricted right to cancel the contract without cause by providing 30 days' written notice to the Consultant. Consultant shall be paid the amount earned by or reimbursable to Consultant to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

ARTICLE VII Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VIII Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

ARTICLE VIX
Entire Agreement

1. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE X
Assignment

Consultant shall make no assignment or transfer of this agreement or assign or transfer any part of the work under this agreement.

ARTICLE XI
Choice of Law

This agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XII
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

ARTICLE XIII
Counter-parts

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

ARTICLE XIV
Paragraph Headings

The paragraph headings in this agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XV
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 XVI
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XVII
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds 40,000.00, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). Exhibit "A" is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$40,000.00.

ARTICLE XVIII
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Municipal Court Director
City of Jersey City
365 Summit Avenue
Jersey City, N.J. 07306

ARTICLE XIX
New Jersey Business Registration Requirements

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

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

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

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

ARTICLE XX
City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

City of Jersey City

Robert Byrne
City Clerk

Brian Platt
Business Administrator

ATTEST:

Para-Plus Translations, Inc.

(name)
(Title)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CS

DATE (MM/DD/YYYY)

06/18/2018

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

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

PRODUCER THE BARCLAY GROUP Audubon Branch 601 S. White Horse Pike Audubon, NJ 08106 John P. Masson, III	CONTACT NAME: Carrie Shourds	FAX (A/C, No): 856-547-9494	
	PHONE (A/C, No, Ext): 856-547-0833	E-MAIL ADDRESS: carries@barclayinsurance.com	
	PRODUCER CUSTOMER ID #: PARAP-1		
INSURED Para Plus Translations, Inc. 2 Coleman Ave Cherry Hill, NJ 08034	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : The Hartford		162
	INSURER B : Philadelphia Insurance Co.		280
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			13SBATA5325	05/21/2018	05/21/2019	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Business Owners						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			13SBATA5325	05/21/2018	05/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		13SBATA5325	05/21/2018	05/21/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE						\$
	RETENTION \$ 10000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			13WECVY3079	05/21/2018	05/21/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Claims Made			PHSD1268888	09/18/2017	09/18/2018	Prof Liab \$ 1,000,000 Ded \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Jersey City is included as additional insured with respects to General Liability to the extent required by signed written agreement as per form SS0008 (04/05) attached.

CERTIFICATE HOLDER

JERSEY2

City of Jersey City, Dept of
Administration/Municipal Court
Jersey City Justice Complex
365 Summit Ave
Jersey City, NJ 07306

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carrie Shourds

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BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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

City Clerk File No. Res. 18-705
Agenda No. 10.Z.31
Approved: JUL 18 2018



TITLE:

RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; JOSEPH CONNORS, AND DEPUTY CHIEF OF POLICE IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, the Municipal Council of the City of Jersey City adopted Resolution no. 15-767 on October 28, 2015 ratifying and authorizing a professional services agreement with Brach Eichler for a total amount not to exceed \$50,000 to represent Mayor Steven Fulop; Robert Kakoleski, Business Administrator; Philip Zacche, Chief of Police; Joseph Connors and Deputy Chief of Police) who had been named in a Complaint filed by David Goldrich in United States District Court, District of New Jersey on February 10, 2015 alleging political retaliation and violation of his civil rights; and

WHEREAS, the City of Jersey City ("City") awarded the contract to Brach Eichler under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Resolution 16.485, approved July 13, 2016, reauthorized and increased the contract amount by an additional \$75,000.00 for a one year professional services contract effective July 13, 2016 with Brach Eichler; and

WHEREAS, Resolution 17.432, approved May 10, 2017, amended Resolution 16.485 to include the correct account number and increase the contract amount by an additional \$125,000, for a total contract amount not to exceed \$250,000; and

WHEREAS, Resolution 17-883, approved November 16, 2017, reauthorized a one year professional services contract effective July 16, 2017 with Brach Eichler for a total amount not to exceed \$75,000; and

WHEREAS, Resolution 18-257, approved March 14, 2018, amended Resolution 17-883, to increase funds by an additional \$75,000; and

WHEREAS, N.J.S.A. 40 A: 11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to ratify the renewal of its professional services contract with Brach Eichler for an additional twelve month period effective July 13, 2018; and

WHEREAS, because all of the contract funds of \$400,000.00 were expended it is necessary to amend the contract to increase the contract amount by an additional **\$100,000.00** at the same rate of **\$150.00** per hour including expenses; and

WHEREAS, funds in the amount of **\$15,000** are available in account no. **18-01-201-23-210-312**; and

WHEREAS, Brach Eichler has submitted its certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

TITLE:

RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; JOSEPH CONNORS, AND DEPUTY CHIEF OF POLICE IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.

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

1. The agreement with the law firm of Brach Eichler is hereby amended and reauthorized for a one year period effective **July 13, 2018**, and amended to increase the contract amount by an additional **\$100,000.00** for a total amount of **\$500,000.00**.
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.
3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
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;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

I Donna Mauer *Donna Mauer* hereby certify that funds in the amount of \$15,000 are available in **Account No.: 18-01-201-23-210-312** for payment of this resolution. P.O. No. 129817.

Donna Mauer, Chief Financial Officer

EXR
07/03/2018

APPROVED: _____
 APPROVED: *Joseph Connors*
 Business Administrator

APPROVED AS TO LEGAL FORM *R.B.*
 7-11-18

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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 RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER TO REPRESENT MAYOR STEVEN FULOP; ROBERT KAKOLESKI, BUSINESS ADMINISTRATOR; PHILIP ZACCHE, CHIEF OF POLICE; JOSEPH CONNORS, AND DEPUTY CHIEF OF POLICE IN THE MATTER OF DAVID GOLDRICH V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jenj.org

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

This is a continuation of a contract for representation of various defendants in a complaint filed by David Goldrich against Mayor Steven Fulop, Robert Kakoleski, Business Administrator; Philip Zacche, Chief of Police; Joseph Connors and Deputy Chief of Police in the United States District Court alleging political retaliation and violation of his civil rights.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

\$100,000
Insurance Fund Commission.
18-01-201-23-210-312

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

Outside Counsel Agreement

This **Agreement** dated the ____ day of _____, 2018 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Brach Eichler**, 101 Eisenhower Parkway, Roseland, New Jersey 07068, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Goldrich v. City of Jersey City, et al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost

estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of

paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside 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.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$100,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of

any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts

- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)

- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and

nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel 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.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside 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 for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brain Platt
Business Administrator

WITNESS:

Brach Eichler

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

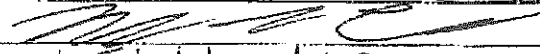
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): MATTHEW M. COLLINS, ESG.

Representative's Signature: 

Name of Company: Brach Eichler LLC

Tel. No.: 973-228-5700 Date: 5/17/18

Certification 54804

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUL-2015 to 15-JUL-2018

BRACH EICHLER LLC
101 EISENHOWER PARKWAY
ROSELAND NJ 07068



A handwritten signature in cursive script, reading "Robert A. Romano".

Robert A. Romano,
Acting State Treasurer

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

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

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

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

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

Representative's Name/Title Print: MATTHEW M. COLLINS, ESQ.
Representative's Signature: [Signature]
Name of Company: BRACH EICHLER LLC
Tel. No.: 973-228-5700 Date: 5/17/18

**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 : Brach Eichler LLC
Address : 101 Eisenhower Parkway, Roseland, NJ 07068
Telephone No. : 973-403-3151
Contact Name : Matthew M. Collins, 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.

**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: Brach Eichler LLC
Address: 101 Eisenhower Parkway, Roseland, NJ 07068
Telephone No. : 973-403-3151
Contact Name: Matthew M. Collins, Esq.

Please check applicable category:

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

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

04/29/09

Taxpayer Identification#

Dear Business Representative:

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

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

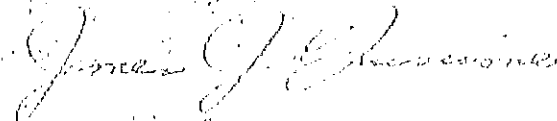
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

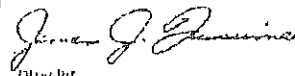
If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Brusclona
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: BRACH EICHLER L.L.C.	TRADE NAME:	
ADDRESS: 101 EISENHOWER PARKWAY ROSELAND NJ 07068	SEQUENCE NUMBER: 1483315	
EFFECTIVE DATE: 04/29/09	ISSUANCE DATE: 04/29/09	
		 Director New Jersey Division of Revenue

LJRM-HRC

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

PART II - Signature and Attestation:

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

Name of Business Entity: Orach Eichler LLC

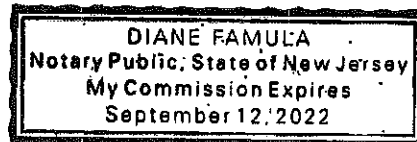
Signed: [Signature] Title: Member

Print Name: MATTHEW M. COLLINS Date: 5/17/18

Subscribed and sworn before me
this 17 day of May, 2018.
My Commission expires:

Diane Famula
(Affiant)

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



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

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

Part I – Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arcy for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yim for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

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

Name of Business Entity: Brach Eichler LLC
 Signature of Affiant: [Signature] Title: Member
 Printed Name of Affiant: MATTHEW M. COLLINS, ESQ. Date: 5/17/18

Subscribed and sworn before me this 17 day of May, 2018.

[Signature: Diane Famula]
 (Witnessed or attested by)

My Commission expires:

DIANE FAMULA
 Notary Public, State of New Jersey
 My Commission Expires
 September 12, 2022

(Seal)

NAME OF MEMBER	ADDRESS	PERCENTAGE OWNED
Capozzi, Edward P.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Collins, Matthew M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Dagli, Riza I.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Donica, M. Sidney	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Dornfeld, Lani M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Dromsky-Reed, Susan	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Fanburg, John D.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Gladstone, Stuart M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Gormally, Charles X.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Gorrell, Joseph M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Grelecki, Carol	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Hammer, Alan R.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70

NAME OF MEMBER	ADDRESS	PERCENTAGE OWNED
Kasolas, Bobby	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Lenker, Brian R.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Lienhardt, Debra C.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Manigan, Mark E.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Pachman, Stuart L.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Polkowitz, Stuart J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Pollak, Daniel J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Popowitz, Allen J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Rainone, Anthony M.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Ritter, David J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Roberts, Keith J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70

NAME OF MEMBER	ADDRESS	PERCENTAGE OWNED
Rubright, Susan R.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Soranno, Carl J.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Stella, Frances B.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70
Suriano, Rose A.	Brach Eichler L.L.C. 101 Eisenhower Parkway Roseland, NJ 07068	3.70

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

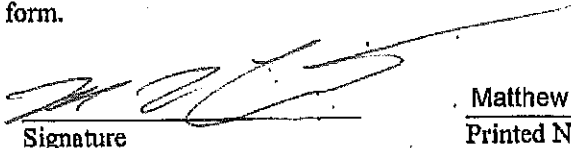
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Brach Eichler LLC		
Address:	101 Eisenhower Parkway		
City:	Roseland	State:	NJ
		Zip:	07068

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Matthew M. Collins, Esq.

Member

Signature

Printed Name

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Edward Capozzi	Murphy For Governor	9/27/17	\$1,000.00

Check here if the information is continued on subsequent page(s)

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

City Clerk File No. Res. 18-706

Agenda No. 10.Z.32

Approved: JUL 18 2018

TITLE:



RESOLUTION RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS UNION NEGOTIATIONS

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution No. 17-333 on April 12, 2017 ratifying a professional services agreement in the amount of \$50,000 with the Law Firm of Apruzzese, McDermott, Mastro & Murphy, P.C. effective June 1, 2016 to represent the City of Jersey City ("City") in various union negotiations; and

WHEREAS, Resolution 17-973, approved December 13, 2017, reauthorized and increased the contract amount by an additional \$150,000.00 for a one year professional services contract effective June 1, 2017 with Apruzzese, McDermott, Mastro & Murphy, P.C.; and

WHEREAS, the City continues to need the service of special counsel to represent the City in various union negotiations; and

WHEREAS, Apruzzese, McDermott, Mastro & Murphy, P.C. possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40 A: 11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the City is renewing the contract with Apruzzese, McDermott, Mastro & Murphy, P.C. for one year term effective June 1, 2018 and increasing the contract by an additional \$75,000; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay to Play Law; and

WHEREAS, a temporary encumbrance in the amount of **\$10,000.00** is available in Account No.: 18-01-201-20-155-312; and

WHEREAS, Apruzzese, McDermott, Mastro & Murphy, P.C. has submitted its certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with the law firm of Apruzzese, McDermott, Mastro & Murphy, and P.C. is hereby reauthorized for a one year period effective **June 1, 2018**, and amended to increase the contract amount by an additional **\$75,000** for a total amount of **\$225,050**;
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

RESOLUTION RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS UNION NEGOTIATIONS

3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
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;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.


I Donna Mauer hereby certify that there are sufficient funds available in **Account No.: 18-01-201-20-155-312** for payment of this resolution. *P.O. 129820*



 Donna Mauer, Chief Financial Officer

..XT
 07/09/2018

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 
 Business Administrator


 Corporation Counsel

Certification Required

Not Required

APPROVED *8-0*


*B.R.
7-9-18*

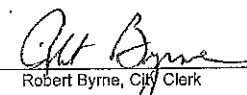
RECORD OF COUNCIL VOTE ON FINAL PASSAGE <i>7.18.18</i>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Roland 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 RATIFYING AND RENEWING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS UNION NEGOTIATIONS

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@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 City of Jersey City is in negotiations with various unions and will be endeavoring to bring contracts in line with best practices. Apruzzese has been instrumental in the City negotiations and the contract expands the union with which Apruzzese will be advising the City.

Cost (Identify all sources and amounts)

City Funds 18-01-201-20-155-312
\$75,000

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

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Apruzzese, McDermott, Mastro & Murphy, 25 Independence Blvd., P.O. Box 112, Liberty Corner, NJ 07938 ("Special Counsel"). This agreement is for one year effective June 1, 2017. The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with the *representation of the City of Jersey City in contract various union negotiations.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's

confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside 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.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel 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.

VIII. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside 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 for a term of one (1) year commencing on the date the contract is executed by City officials.

IX. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian Platt
Business Administrator

WITNESS:

Apruzzese, McDermott, Mastro & Murphy

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

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

(REVISED 4/13)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Arthur R. Thibault, Jr., Attorney at Law

Representative's Signature: _____

Name of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.

Tel. No.: 908-580-1776

Date: April 5, 2018

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

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

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

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

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

Representative's Name/Title/Print: Arthur R. Thibault, Jr., Attorney at Law
Representative's Signature: _____
Name of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.
Tel. No.: 908-580-1776 Date: April 5, 2018

**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 : Apruzzese, McDermott, Mastro & Murphy, P.C.
Address : 25 Independence Boulevard, Warren, NJ 07059
Telephone No. : 908-580-1776
Contact Name : Arthur R. Thibault Jr.

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

**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: Apruzzese, McDermott, Mastro & Murphy, P.C.

Address: 25 Independence Boulevard, Warren, NJ 07059

Telephone No.: 908-580-1776

Contact Name: Arthur R. Thibault Jr.

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

Part I - Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Robert T. Clarke	36 Cedar Road, Whitehouse Station, NJ 08889
Frederick T. Danser	853 Collins Meadow Drive, Georgetown, SC 29440
Maurice J. Nelligan	57 County Acres Drive, Hampton, NJ 08827
Barry Marell	5 Lara Place, Warren, NJ 07059
Mark J. Blunda	73 South Manor Court, Wall, NJ 07719

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: Apruzzese, McDermott, Mastro & Murphy, P.C.

Signature of Affiant: [Signature] Title: Attorney at Law

Printed Name of Affiant: Arthur R. Thibault Jr. Date: April 5, 2018

Subscribed and sworn before me this <u>5</u> day of <u>April</u> , 2018 <u>[Signature]</u> My Commission expires: CLARA M. LONGO A Notary Public of New Jersey My Commission Expires <u>1/31/19</u>	<u>[Signature]</u> (Witnessed or attested by) _____ (Seal)
---	---

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

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

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

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

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

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

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

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

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

Temporary and Executing

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

~~~~~

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

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

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

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

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

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

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

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

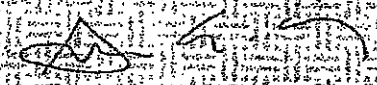
Certification: 8144

# 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. 17:27-11.1(e) 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.



APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C.  
25 INDEPENDENCE BOULEVARD  
WARREN TOWNSHIP, NJ 07059



Andrew P. Sidamon-Eristoff  
State Treasurer



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 288  
TRENTON, N.J. 08646-0282

TAXPAYER NAME:

APRUZZESE, McDERMOT, MASTRO & MURPHY PC

TRADE NAME:

TAXPAYER IDENTIFICATION#:

221-911-336/000

SEQUENCE NUMBER:

0034804

ADDRESS:

25 INDEPENDENCE BLVD  
WARREN NJ 07059

ISSUANCE DATE:

08/31/04

EFFECTIVE DATE:

07/22/70

FORM-BRC(08-01)

Acting Director

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

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

City Clerk File No. Res. 18-707

Agenda No. 10.Z.33

Approved: JUL 18 2018

TITLE:



**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE PALUMBO RENAUD & DEAPPOLONIO LLC TO REPRESENT OFFICER SAMUEL TORRES IN THE MATTER OF ADNAN HYDER V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, a complaint was filed on April 3, 2018 in U.S. District Court under Docket No. 2:18-cv-04345-KM-JBC by Adnan Hyder alleging excessive force, violation of civil and constitutional rights; and

**WHEREAS**, Corporation Counsel determined that it was necessary to appoint special counsel to represent City of Jersey City (City); and

**WHEREAS**, the law firm of Palumbo Renaud & DeAppolonio LLC is qualified to perform these services; and

**WHEREAS**, special counsel agreed to provide its services at an hourly rate of **\$150.00** per hour, including expenses, for a total contract amount not to exceed **\$75,000.00**; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.; and

**WHEREAS**, in October 2017, 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**, Palumbo Renaud & DeAppolonio LLC submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, the City is awarding this contract under the Fair and Open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Palumbo Renaud & DeAppolonio LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, a temporary encumbrance in the amount of \$15,000.00 is available in **Account No. 18-01-201-23-210-312**.

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of an agreement with the law firm of Palumbo Renaud & DeAppolonio LLC to represent the Officer Samuel Torres litigation is hereby ratified for one year effective **May 23, 2018**, for a total contract amount of **\$75,000.00**, including expenses;
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;

TITLE:

**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE PALUMBO RENAUD & DEAPPOLONIO LLC TO REPRESENT OFFICER SAMUEL TORRES IN THE MATTER OF ADNAN HYDER V. CITY OF JERSEY CITY, ET AL.**

3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
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;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

I Donna Mauer, Donna Mauer hereby certifies that there are sufficient funds available in Account No.: 18-01-201-23-210-312 for payment of this resolution. PO NO. 129814

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

07/02/2018

APPROVED: \_\_\_\_\_  
 APPROVED: Jay Romano  
 Business Administrator

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

R.R.  
7-2-18

Certification Required

Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | 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 RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE PALUMBO RENAUD & DEAPPOLONIO LLC TO REPRESENT OFFICER SAMUEL TORRES IN THE MATTER OF ADNAN HYDER V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

|                     |              |                     |
|---------------------|--------------|---------------------|
| Department/Division | Law          | Law                 |
| Name/Title          | Peter Baker  | Corporation Counsel |
| Phone/email         | 201-547-4667 | Pbaker@jcnj.org     |

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

It was necessary to hire outside counsel to represent Officer Samuel Torres who was named in a complaint filed in the US District Court by Adnan Hyder alleging excessive force, violation of civil rights and constitutional rights.

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

\$75,000  
Insurance Fund Commission.  
18-01-201-23-210-312

**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**

(REVISED 4/13)

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

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

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

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

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

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Robert F. Renaud, Esq., member.

Representative's Signature: [Signature]

Name of Company: Palumbo Renaud + DeAppolonia LLC

Tel. No.: 908 272-9700

Date: 7/9/2018

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

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

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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of its 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: Robert E. Renaud, Esq.  
Representative's Signature: [Signature]  
Name of Company: Palumbo Renaud & DeArdo LLC  
Tel. No.: 908-272-9700 Date: 7/9/2019

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: Palumbo Renaud - DeAppolonia LLC

Signed: [Signature] Title: Member

Print Name: Robert F. Renaud Date: 7/9/2018

Subscribed and sworn before me  
this 9<sup>th</sup> day of July, 2018.  
My Commission expires: 12-31-2018

[Signature]

[Signature]  
A Notary  
Robert F. Renaud, Esq.  
(Print name & title of affiant) (Corporate Seal)

**HEATHER M MCLEAN**  
A Notary Public of New Jersey  
My Commission Expires December 31, 2018

\*\*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), (c) and (e).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavatto for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II -- Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                      |
|------------------------------|-----------------------------------|
| Robert F. Renaud             | 442 Manor Ave. Cranford NJ 07016  |
| Anthony N. Palumbo           | 403 Ashley Ave. Brielle, NJ 08730 |
|                              |                                   |
|                              |                                   |
|                              |                                   |
|                              |                                   |
|                              |                                   |
|                              |                                   |

**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.

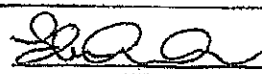
Name of Business Entity: Palumbo, Renaud & DeAppolonia LLC

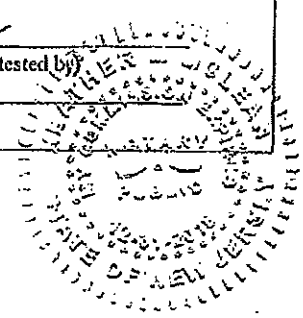
Signature of Affiant: [Signature] Title: Member

Printed Name of Affiant: Robert F. Renaud Date: 7/19/2018

Subscribed and sworn before me this 19<sup>th</sup> day of July, 2018.

My Commission expires: 12/30/2018

  
 (Witnessed or attested by)  
**HEATHER M. MCLEAN**  
 A Notary Public of New Jersey (Seal)  
 My Commission Expires December 31, 2018



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM



Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no-later than 10 days prior to the award of the contract.

## Part I - Vendor Information

|              |                                  |        |       |
|--------------|----------------------------------|--------|-------|
| Vendor Name: | Palumbo Remon & Desappolonia LLC |        |       |
| Address:     | 150 North Ave E.                 |        |       |
| City:        | Crabford                         | State: | NJ    |
|              |                                  | Zip:   | 07011 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

|                                                                                   |                |                                                                                     |
|-----------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------|
|  | Robert F Remon |  |
| Signature                                                                         | Printed Name   | Title                                                                               |

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| None             |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
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Check here if the information is continued on subsequent page(s)

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certificate No. 19194

This is to certify that the foregoing is a true and correct copy of the information report submitted by the employee named herein for the period of 1/1/21 to 12/31/21 and the State Treasurer has approved this report. This approval will remain in effect for the period of 1/1/22 to 12/31/22.

RENEWAL

DANTEO RENAUD, EDRAPPOLE  
190 NORTH AVE EAST  
GRANFORD, VT 0510



*[Signature]*

FORB W. SCUDDER  
Acting State Treasurer



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:  
PALUMBO RENAUD & DEAPPOLONIO LLC  
ADDRESS:  
190 NORTH AVENUE E  
CRANFORD NJ 07016  
EFFECTIVE DATE:  
08/17/15

TRADE NAME:  
SEQUENCE NUMBER:  
1861190  
ISSUANCE DATE:  
08/17/15

*James J. Quisiano*  
Director  
New Jersey Division of Revenue

FORM BRG  
104-001-0200140V

Certification 19194  
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 2015 - 15 JUN 2023

PALUMBO RENAUD & DEAPPOLONIO LLC  
190 NORTH AVE. EAST  
CRANFORD NJ 07016

NO: 07016



*Ford M. Scudder*  
FORD M. SCUDDER  
Acting State Treasurer

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

PALUMBO RENAUD & DEAPPOLONIO LLC

0400718508

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey state law on 01/23/2015 and was assigned identification number 0400718508. Following are the articles that constitute its original certificate.

1. Name:

PALUMBO RENAUD & DEAPPOLONIO LLC

2. Registered Agent:

ROBERT RENAUD

3. Registered Office:

190 NORTH AVENUE E  
CRANFORD, NJ 07016

4. Business Purpose:

Legal

5. Effective Date of this Filing is:

01/23/2015

6. Members/Managers:

ROBERT RENAUD  
190 NORTH AVENUE E  
CRANFORD, NJ 07016

ANTHONY PALUMBO  
190 NORTH AVENUE E  
CRANFORD, NJ 07016

7. Main Business Address:

190 NORTH AVENUE E  
CRANFORD, NJ 07016

Signatures:

ROBERT RENAUD  
AUTHORIZED REPRESENTATIVE

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

PALUMBO RENAUD & DEAPPOLONIO LLC

0400718508



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed my  
Official Seal at Trenton, this  
23rd day of January, 2015

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

Andrew P Sidamon-Eristoff  
State Treasurer

Certification# 134951612

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

## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Palumbo Renaud & Deappolonio LLC, 190 North Avenue, E. (RTE 28), Cranford, NJ 07016 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with Adnan Hyder v. City of Jersey City, et al.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### I. CONFLICTS OF INTEREST

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,



will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

**The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters.** All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside 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.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Term.**

The term of this agreement is twelve (12) months effective as of May 23, 2018.

**C. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**D. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**E. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**F. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**G. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**H. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:



- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**I. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**J. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**K. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**L. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**M. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**N. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**O. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to

protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

#### **V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel 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.

**VI. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside 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 there from. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

**VII. GENERAL TERMS**

**A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

**B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

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

\_\_\_\_\_  
**Brain Platt**  
**Business Administrator**

**WITNESS:**

**Palumbo Renaud & DeAppolonio**  
**LLC**

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

Firm:

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30

days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

City Clerk File No. Res. 18-708

Agenda No. 10.Z.34

Approved: JUL 18 2018

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MASER CONSULTING P.A. TO CONDUCT LICENSED SITE REMEDIATION PROFESSIONAL SERVICES AND PROFESSIONAL ENGINEERING SERVICES FOR THE REMEDIAL INVESTIGATION OF RESERVOIR #3, PROJECT NO. 15-005-E, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

**WHEREAS**, the City of Jersey City (City) owns Reservoir #3 located at 113-163 Central Avenue that is contaminated with polycyclic aromatic hydrocarbons (PAHs) and lead and that must be remediated; and

**WHEREAS**, the City requires the services of a Licensed Site Remediation Professional (LSRP) to manage, oversee, and certify the remedial investigation as required by the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (SRRA); and

**WHEREAS**, pursuant to the City's request for qualifications for Environmental Engineering Services for the term of August 2016 through August 2018, Maser Consulting P.A. is pre-qualified to provide professional services; and

**WHEREAS**, Maser Consulting P.A. submitted the attached proposal dated May 21, 2018 in the amount of Sixty Nine Thousand Five Hundred Dollars and Zero Cents (\$69,500.00); and

**WHEREAS**, funding in the amount of Sixty Nine Thousand Five Hundred Dollars and Zero Cents (\$69,500.00) is available for this expenditure from:

Account # 04-215-55-952-990 Requisition #0184300 P.O. # 129818 Amount \$ 69,500.00

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

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

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

**WHEREAS**, Maser Consulting P.A. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

JRC:db

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MASER CONSULTING P.A. TO CONDUCT LICENSED SITE REMEDIATION PROFESSIONAL SERVICES AND PROFESSIONAL ENGINEERING SERVICES FOR THE REMEDIAL INVESTIGATION OF RESERVOIR #3, PROJECT NO. 15-005-E, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

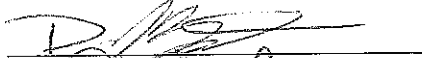
**NOW, THEREFORE,** Be It Resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Maser Consulting P.A., to provide environmental and engineering services for a total contract amount not to exceed Sixty Nine Thousand Five Hundred Dollars and Zero Cents (\$69,500.00);
2. The term of the contract shall be twelve (12) months effective upon the execution of the Contract by City Officials;
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Pubic Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption;
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.;
6. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
7. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

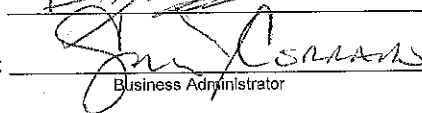
JMcK  
7/10/18

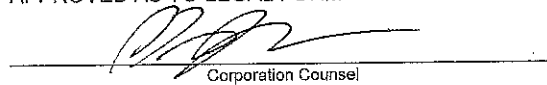
JRC:db  
APPROVED:



APPROVED AS TO LEGAL FORM

APPROVED:

  
Business Administrator

  
Corporation Counsel

Certification Required

Not Required


APPROVED 8-0

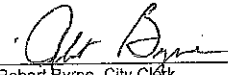
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | 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 PROFESSIONAL ENGINEERING SERVICES CONTRACT TO MASER CONSULTING P.A. TO CONDUCT LICENSED SITE REMEDIATION PROFESSIONAL SERVICES AND PROFESSIONAL ENGINEERING SERVICES FOR THE REMEDIAL INVESTIGATION OF RESERVOIR #3, PROJECT NO. 15-005-E, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**Project Manager**

|                     |                |                                       |
|---------------------|----------------|---------------------------------------|
| Department/Division | Administration | Engineering, Traffic & Transportation |
| Name/Title          | Drew Banghart  | Supervising Engineer                  |
| Phone/email         | 201-547-5965   | dbanghart@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 purpose of this Resolution is to authorize a professional engineering services contract to Maser Consulting P.A. to provide Licensed Site Remediation Professional services and Professional Engineering services related to the remediation at the City owned Reservoir #3 Site, Project No. 15-005-E, for the City of Jersey City.

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

04-215-55-952-990: \$ 69,500.00

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

Twelve (12) months

Type of award Fair and Open


If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Municipal Engineer

7/9/18  
Date

  
Signature of Business Administrator  
ASST

7/9/18  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE:** July 6, 2018  
**TO:** Rolando L. Lavarro Jr., Council President and Council Members  
**FROM:** Jose R. Cunha, P.E., Director of Engineering, Traffic and Transportation  
**SUBJECT:** Reservoir #3 Remediation  
City of Jersey City Project No. 15-005-E  
Resolution to Award Professional Services Agreement with Maser  
Consulting P.A. for LSRP and Professional Engineering Services


The purpose of this resolution is to authorize a professional engineering services contract to Maser Consulting P.A. to conduct Licensed Site Remediation Professional (LSRP) services and Professional Engineering services for the remediation of the Reservoir #3 site, Project No. 15-005-E, for the City of Jersey City.

Because the site is contaminated with polycyclic aromatic hydrocarbons (PAHs) and lead that must be remediated, it will require LSRP oversight and certification as required by the Site Remediation Reform Act (SRRA).

Following are the sources of funding for this project:

- |                                         |              |
|-----------------------------------------|--------------|
| 1. Account No. <u>04-215-55-952-990</u> | \$ 69,500.00 |
|-----------------------------------------|--------------|

Attached for your consideration is the Resolution authorizing the Professional Services Agreement to Maser Consulting P.A. in the amount of Sixty Nine Thousand Five Hundred Dollars and Zero Cents (\$69,500.00) for the subject project.

  
\_\_\_\_\_  
Jose R. Cunha, P.E., C.M.E.  
Director of Engineering, Traffic and Transportation

# AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey (“CITY”) and MASER CONSULTING P.A., 331 NEWMAN SPRINGS ROAD, SUITE 203, RED BANK, NJ 07701, hereinafter referred to as CONSULTANT.

**WHEREAS**, the City of Jersey City (City) owns Reservoir #3 located at 113-163 Central Avenue that is contaminated with polycyclic aromatic hydrocarbons (PAHs) and lead and that must be remediated; and

**WHEREAS**, the City requires the services of a Licensed Site Remediation Professional (LSRP) to manage, oversee, and certify the remedial investigation as required by the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (SRRA); and

**WHEREAS**, pursuant to the City’s request for qualifications for Environmental Engineering Services for the term of August 2016 through August 2018, Maser Consulting P.A. is pre-qualified to provide professional services; and

**WHEREAS**, Maser Consulting P.A. submitted the attached proposal dated May 21, 2018 in the amount of Sixty Nine Thousand five Hundred Dollars and Zero Cents (\$69,500.00); and

**WHEREAS**, this Agreement was authorized by Resolution \_\_\_\_\_ approved on \_\_\_\_\_, 2018.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

## **ARTICLE I**

### **Purpose of Agreement**

The purpose of this agreement is for CONSULTANT to provide the CITY with Environmental Engineering Services at the Reservoir #3 Site, Project No. 15-005-E.

## **ARTICLE II**

### **Scope of Services**

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated May 21, 2018 which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months commencing upon the execution of this Agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

## **ARTICLE III**

### **Contractual Relationship**

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

### **ARTICLE IV**

#### **Compensation and Payment**

1. Compensation for the performance of the professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated May 21, 2018 in the amount of Sixty Nine Thousand Five Hundred Dollars and Zero Cents (\$69,500.00);

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly reports (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

## ARTICLE V

### Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Agreement.

A. Comprehensive General Liability: including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in aggregate for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT with NJ statutory limits and Employer's Liability in the amount of ONE MILLION (\$1,000,000.00) DOLLARS.

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS limit of liability.

E. Errors & Omissions Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and in aggregate.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – Project No. 15-005-E.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Agreement.

## **ARTICLE VI**

### **Personnel of the Consultant**

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such

architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

## **ARTICLE VII**

### **Progress Report**

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

## **ARTICLE VIII**

### **Suspension or Termination**

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice,



including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

## **ARTICLE IX**

### **Arbitration**

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

## **ARTICLE X**

### **Nondiscrimination**

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

## **ARTICLE XI**

### **Compliance With Equal Employment Opportunity/Affirmative Action Plan**

1. If the Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

- A. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- B. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- C. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## **ARTICLE XII**

### **Compliance With Americans With Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONSULTANT is obligated to comply with the Act and to hold the owner harmless.

## **ARTICLE XIII**

### **Indemnity**

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which

they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

#### **ARTICLE XIV**

##### **Entire Agreement**

1. This Agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

#### **ARTICLE XV**

**P.L. 2004, c.57 (N.J.S.A. 52:32-44)**

#### **MANDATORY BUSINESS REGISTRATION REQUIREMENTS**

##### **Non Construction Contracts**

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

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

Before final payment on the contract is made by the contracting agency, the CONSULTANT shall submit an accurate list and the proof of business registration of each 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 CONSULTANT and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

## **ARTICLE XVI**

### **City of Jersey City Contractor Pay-to-Play Reform Ordinance**

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will CONSULTANT, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

## **ARTICLE XVII**

### **City of Jersey City Lobbyist Disclosure Ordinance**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that CONSULTANT either did not retain the services of a lobbyist to lobby on behalf of the CONSULTANT for the award of this contract, or if a lobbyist was retained by the CONSULTANT for such purposes, the CONSULTANT'S lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any CONSULTANT whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq.

following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

**CITY OF JERSEY CITY**

**ATTEST:**

\_\_\_\_\_  
BRIAN D. PLATT  
Business Administrator

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

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

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

**ATTEST:**

**MASER CONSULTING P.A.**

\_\_\_\_\_

BY: \_\_\_\_\_  
[NAME]  
[TITLE]

**APPROVED AS TO LEGAL FORM**

\_\_\_\_\_  
RAYMOND REDDINGTON  
Supervisory Assistant Corporation Counsel

**APPROVED FOR INSURANCE REQUIREMENTS**

\_\_\_\_\_  
MATTHEW HOGAN  
Risk Manager

7/6/2018



## Drew Banghart

---

**From:** John McKinney  
**Sent:** Friday, July 6, 2018 4:15 PM  
**To:** Drew Banghart; Matthew Hogan  
**Cc:** Joe Cunha; Raymond Reddington  
**Subject:** RE: Resolution Document Review - Maser Consulting - Reservoir #3 LSRP

The resolution and fact sheet are fine. The updated agreement I received is fine. Do we have all the required pay-to-play forms?

John McKinney  
Assistant Corporation Counsel  
City of Jersey City  
Department of Law  
280 Grove Street  
Jersey City, New Jersey 07302  
Telephone: 201-547-5179  
Fax: 201-547-5230

---

**From:** Drew Banghart  
**Sent:** Friday, July 6, 2018 11:39 AM  
**To:** John McKinney <JMcKinney@jcnj.org>; Matthew Hogan <Matthew@jcnj.org>  
**Cc:** Joe Cunha <JCunha@jcnj.org>; Raymond Reddington <raymondrr@jcnj.org>  
**Subject:** Resolution Document Review - Maser Consulting - Reservoir #3 LSRP

Gentlemen,

At your earliest convenience, can you please review the attached documents for authorizing a professional services contract?

Thank you.



*City of Jersey City*

Drew J. Banghart, L.L.A., Supervising Engineer  
Division of Engineering, Traffic, and Transportation  
Municipal Services Complex  
13 - 15 Linden Avenue East, 2nd floor  
Jersey City, New Jersey 07305  
Office: 201-547-5965  
Cell: 201-522-4904

## Drew Banghart

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**From:** Matthew Hogan  
**Sent:** Friday, July 6, 2018 12:26 PM  
**To:** Drew Banghart; John McKinney  
**Cc:** Joe Cunha; Raymond Reddington  
**Subject:** RE: Resolution Document Review - Maser Consulting - Reservoir #3 LSRP

Drew -  
thanks the Insurance section is satisfactory.

Regards,  
Matt Hogan, Risk Mgr.

Office of Risk Mgmt.  
280 Grove Street - Room 320  
Jersey City, NJ 07302  
TEL: 201.547.5034 office  
TEL: 201.744.8876 city cell  
FAX: 201.547.4761  
E-MAIL: [matthew@icnj.org](mailto:matthew@icnj.org)



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**From:** Drew Banghart  
**Sent:** Friday, July 06, 2018 12:15 PM  
**To:** Matthew Hogan; John McKinney  
**Cc:** Joe Cunha; Raymond Reddington  
**Subject:** RE: Resolution Document Review - Maser Consulting - Reservoir #3 LSRP

Revised Agreement attached.



*City of Jersey City*

Drew J. Banghart, L.L.A., Supervising Engineer  
Division of Engineering, Traffic, and Transportation  
Municipal Services Complex  
13 - 15 Linden Avenue East, 2nd floor  
Jersey City, New Jersey 07305  
Office: 201-547-5965  
Cell: 201-522-4904

---

**From:** Matthew Hogan  
**Sent:** Friday, July 6, 2018 11:49 AM  
**To:** Drew Banghart <[DBanghart@icnj.org](mailto:DBanghart@icnj.org)>; John McKinney <[JMcKinney@icnj.org](mailto:JMcKinney@icnj.org)>  
**Cc:** Joe Cunha <[JCunha@icnj.org](mailto:JCunha@icnj.org)>; Raymond Reddington <[raymondrr@icnj.org](mailto:raymondrr@icnj.org)>  
**Subject:** RE: Resolution Document Review - Maser Consulting - Reservoir #3 LSRP

Drew --



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

**Corporate Headquarters**  
331 Newman Springs Road, Suite 203  
Red Bank, NJ 07701  
T: 732.383.1950  
F: 732.383.1984  
www.maserconsulting.com

May 21, 2018

**VIA E-MAIL & U.S. MAIL**

Jose R. Cunha, PE, CME, CPWM, CRP  
Director of Engineering  
Division of Engineering, Traffic & Transportation  
Municipal Services Complex  
13-15 Linden Avenue East  
Jersey City, NJ 07305

Re: Proposal for Professional Landscape and Environmental Services  
Restoration of Jersey City Reservoir #3 for Future Recreation  
Block 835, Lot 1  
City of Jersey City, Hudson County, New Jersey  
MC Proposal No. 18002711P

Dear Mr. Cunha:

Maser Consulting P.A. is pleased to offer this proposal for licensed professionals in the field of environmental remediation (LSRP), tree experts (LTE), and NJDEP wetland professionals regarding dam related issues of the decommissioning procedures and other activities for the above referenced project.

The above professionals will be tasked with immediate responsibilities to evaluate the current conditions of the facility, understand and research what pre-existing work has been done on the facility, evaluate the necessary steps in order of importance to prevent further defects and reduce continued decay to the current facility, as well as reducing possible hazards. This work will be performed with the ultimate goal being to convert this historic reservoir into a safe, public recreational facility in the future.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.



**SECTION I – SCOPE OF SERVICES**

Based on our conversations and information noted above, we propose to complete the following:

**PHASE 1.0 TREE EVALUATION**

Maser Consulting will perform an evaluation of the 3,137± x 35 along the Egyptian style stone wall. Beginning at the wall's edge inward to the inside edge of the existing pathway which meanders on the top of the wall or dam. During this inventory and , trees will be marked with various colors to provide a coding system to identify trees that are to be removed in order to reduce added stress on the wall stones, thereby minimizing pressure exerted on individual sections of the wall. Tree removal will be based on the root zones of particular species and the ability to reduce pressure on the structural integrity of the wall block. Maser Consulting will also identify hazardous trees along the pathway which must be removed, so that a safe area may be provided for individuals currently utilizing this facility. These trees will also be individually color coded based on the priority response that is required.

We understand the great value of all vegetation areas in Jersey City and within Reservoir #3. We will work with your staff to identify and label problematic plant material along the current walkway to be removed to prevent injury. Examples would be trees with thorns, dead limbs, hanging limbs over the walkway, encumbering vines, tripping hazards, exposed roots, leaning, tree branches etc.

The tree evaluation and color coding system will be performed by two (2) of our landscape staff for a 3-day period. The procedures and quality analysis will be in conformance with the guidelines set forth by the International Society of Arboriculture (ISA) and the Board of Licensed Tree Experts (LTE).

**Phase 1.0 Lump Sum Fee** **\$ 9,500.00**

**PHASE 2.0 DETAILS, SPECIFICATIONS, FIELD OBSERVATION**

Maser Consulting will prepare details and notes to the effect of how to treat the remaining stumps or root flares of the trees that are removed in order to prevent the roots from regenerating into a new tree in an unwanted location or an evasive species from regeneration or growing back. Maser Consulting will work in the field for 3-days with your staff or contractors to ensure that the work is progressing in the specified manner and that the vegetation trimming and removal is implemented properly. After this 3-day period, city staff and/or contractors should have an understanding of the methodology involved with this procedure so additional time should not be required.

**Phase 2.0 Lump Sum Fee** **\$ 8,000.00**



### **PHASE 3.0 PRELIMINARY ECOLOGICAL & REGULATORY CONSTRAINTS EVALUATION**

Maser Consulting P.A. will perform a preliminary ecological and regulatory evaluation of the proposed project site. Our evaluation will include a review of background information and a site visit to determine the approximate location and extent of potential New Jersey Department of Environmental Protection (NJDEP) regulated features on the subject property that may constrain the proposed project. We will also perform a preliminary screening of the State's Historical Preservation Office's database to determine if the site is of historical significance which may constrain the proposed project.

Our findings will be presented in a letter report, which will include a sketch plan showing the approximate location and extent of regulatory constraints (if any) observed on the property. We will also discuss potential NJDEP permitting options, if any.

**Phase 3.0 Lump Sum Fee** **\$7,000.00**

### **PHASE 4.0 PRELIMINARY ASSESSMENT**

The following scope of work for the Preliminary Assessment (PA) will be performed at the reservoir site in accordance with N.J.A.C. 7:26E and the NJDEP Preliminary Assessment Technical Guidance. Work will perform a historical review of the project site to evaluate past conditions as they relate to existing uses, a review of historical documents to determine past industrial or commercial uses and a site inspection to identify obvious visual signs of contamination and the use of hazardous materials such as storage tanks, electrical or other equipment likely to contain PCB's, or other containment vessels. The scope of service will include the following tasks:

#### **Historical Review**

A historical review of the project sites will be conducted to evaluate past conditions as they relate to existing and proposed uses. Maser will review historical documents including aerial photography, Sanborn Fire Insurance Maps, U.S. Geological Survey Maps, Industrial Directories such as MacRae's Industrial Directory, property ownership records, site plans (provided by the client), or other relevant documents where available from Federal, State, County or local governments.

#### **Review of Existing Local, State and Federal Records**

Various documents and records of the U.S. Environmental Protection Agency, and the appropriate State and Local agencies will be reviewed for the purpose of identifying a history of hazardous waste activity which is known by the agencies to have occurred at the subject property or at any site within a 1-mile radius of the subject property. The current compliance status of such activity with respect to applicable laws and regulations will be reviewed as well. Specifically, the EPA's National Priority



List and CERCLIS List, RCRA notifiers, SARA title III, inventory of open dumps, PCB-notification records or similar State lists will be compiled and examined.

**Site Inspection**

The site inspection will be conducted to identify visual signs of contamination and the use of hazardous materials such as electrical or other equipment likely to contain PCB's. Maser will identify past and current containers, bulk storage areas, above and below ground tanks, groundwater and product delivery lines, surface impoundments, landfills, septic systems and other structures or vessels that now contain or at one time contained hazardous substances. If underground storage tanks are present, their registration, current use and condition will be evaluated. If solid waste is present we will provide a recommendation on disposal options. This scope does not include services related to the disposal of solid waste.

**Report Preparation**

Upon completion of the investigations, a comprehensive Preliminary Assessment Report will be prepared conforming to the Preliminary Assessment requirements of N.J.A.C. 7:26E and the NJDEP Preliminary Assessment Technical Guidance. The report will identify, summarize and photo-document potential areas of concern (AOCs). Recommendations will be made for additional Site Investigation of the AOCs, as necessary and appropriate. LSRP services are not included in this scope of work.

|                                 |                          |
|---------------------------------|--------------------------|
| <b>Phase 4.0 - Lump Sum Fee</b> | <b>\$6,500.00</b>        |
| <b>EDR Search and Expenses</b>  | <b><u>\$1,500.00</u></b> |
|                                 | <b>\$8,000.00</b>        |

**PHASE 5.0 LSRP OVERSIGHT**

This scope of work is being provided in the event that the remedial objective for the site is to obtain a Response Action Outcome (RAO) from the Licensed Site Remediation Professional (LSRP) of Record. The first step will be to submit the "LSRP Notification of Retention or Dismissal" with NJDEP. We will submit the required form electronically to NJDEP. This phase will also cover LSRP administrative functions throughout this proposed scope of work only. This scope also includes LSRP support services associated with evaluation new site data and determination of additional actions required to investigate/remediate site environmental areas of concern in accordance with The Site Remediation Reform Act (SRRA) to achieve a Response Action Outcome (RAO). Additional LSRP involvement and fees for scope beyond what is provided in this proposal is expected and will be included in subsequent proposals as required.

|                           |                   |
|---------------------------|-------------------|
| <b>Phase 5.0 Lump Sum</b> | <b>\$7,500.00</b> |
|---------------------------|-------------------|

**PHASE 6.0 FILE REVIEW**

Maser Consulting will perform an OPRA File Review, contact previous/existing NJDEP Case Managers, and review available investigation documents prepared for the site. Maser Consulting will obtain copies of relevant NJDEP files for the case for review in order to evaluate the required



scope of work to meet NJDEP's requirements. Revisions to the costs and scope or work will be made based a review of the NJDEP file.

Note that once the file review has been completed and pertinent documents have been reviewed, Maser Consulting will be in a better position to prepare a proposal to implement required inspections and certifications of the remedial action that was performed at the site. We anticipate that the file review can be set up within the two (2) weeks of authorization to proceed.

**Phase 6.0 Lump Sum** **\$2,000.00**

### **PHASE 7.0 EVALUATION OF ADJACENT BALLFIELD SITE**

Based upon information you provided, Maser Consulting will perform an evaluation into the environmental history of the adjacent ballfield site located on the north side of Reservoir Avenue. Maser Consulting will perform an OPRA File Review, contact previous/existing NJDEP Case Managers, and review available investigation documents prepared for this site. Maser Consulting will obtain copies of relevant NJDEP files for the case for review in order to evaluate the required scope of work to meet NJDEP's requirements. Revisions to the costs and scope or work will be made based a review of the NJDEP file.

Note that once the file review has been completed and pertinent documents have been reviewed, Maser Consulting will be in a better position to prepare a proposal to implement required inspections and certifications of the remedial action that was performed at the site. We anticipate that the file review can be set up within the two (2) weeks of authorization to proceed.

Upon completion of the file review, Maser Consulting will prepare a letter of recommendation for the adjacent ballfield property. This recommendation will summarize reviewed records, address outstanding environmental issues and provide recommendations for future actions to be performed at the subject property in accordance with NJDEP Technical and Administrative Requirements.

**Phase 7.0 Lump Sum** **\$5,000.00**

### **PHASE 8.0 PROJECT CONTINGENCY BUDGET**

A contingency budget is to be provided for additional field time for tree evaluation and/or removal observation if required. Additionally, this contingency budget can be utilized to provide additional characterization of soil and/or groundwater, and professional oversight. At this time a budget of \$15,000 is requested which would cover the costs of additional field labor, characterization of soil and/or groundwater, and professional oversight.

**Phase 8.0 Lump Sum Fee** **\$ 15,000.00**



**PHASE 9.0 PROJECT MANAGEMENT MEETINGS**

Maser Consulting will provide project management oversight in regard to inspections of work and review of invoicing.

**Phase 9.0 Lump Sum Fee** **\$ 7,500.00**

**PHASE 10.0 ADDITIONAL SERVICES**

Services accomplished under this phase will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is accomplished and will include revisions or extra services requested by the various review agencies and/or the client that differ from the original scope of service, or revisions required as conditions of approval and are not an error or omission on the part of Maser Consulting. Additional services will not be advanced without providing notice to you of the need for additional services and obtaining your approval of the additional scope of services and fees.

**Phase 10.0 Fee** **Hourly**

**SCHEDULE OF FEES**

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

|            |                                                               |             |
|------------|---------------------------------------------------------------|-------------|
| PHASE 1.0  | TREE EVALUATION                                               | \$ 9,500.00 |
| PHASE 2.0  | DETAILS, SPECIFICATIONS, FIELD OBSERVATION                    | \$ 8,000.00 |
| PHASE 3.0  | PRELIMINARY ECOLOGICAL & REGULATORY CONSTRAINTS<br>EVALUATION | \$ 7,000.00 |
| PHASE 4.0  | PRELIMINARY ASSESSMENT                                        | \$ 8,000.00 |
| PHASE 5.0  | LSRP OVERSIGHT                                                | \$ 7,500.00 |
| PHASE 6.0  | FILE REVIEW                                                   | \$ 2,000.00 |
| PHASE 7.0  | EVALUATION OF ADJACENT BALLFIELD SITE                         | \$ 5,000.00 |
| PHASE 8.0  | PROJECT CONTINGENCY BUDGET                                    | \$15,000.00 |
| PHASE 9.0  | PROJECT MANAGEMENT AND MEETINGS                               | \$ 7,500.00 |
| PHASE 10.0 | ADDITIONAL SERVICES                                           | HOURLY      |

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.





### **EXCLUSIONS AND UNDERSTANDINGS**

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above in Section I;
- Construction Administration, Construction Specifications, Construction Stake-Out and/or additional field surveying information except as noted;
- Preparation of a Site Demolition Plan;
- Wetland delineation, reports, letter of interpretation and/or permitting applications;
- Geotechnical exclusions as appropriate;
- Flood plain analysis and Flood Hazard Area Application;
- Wastewater Management Plan analysis (system capacity, etc.);
- Light pole footing, circuiting and/or electrical design of the proposed site lighting;
- Preparation of an irrigation design for any or all of the proposed landscaping;
- Architectural Plans, Elevations, Building Floor Plans will be provided by others;
- Structural calculations or design for signs, special structures and/or retaining walls, if required by the various review agencies; and
- Application fees and escrow deposits to the municipality or to any regulatory review agencies;
- Changes or revisions beyond our control or changes in basic concept after design service has been accomplished.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



## **SECTION II – BUSINESS TERMS AND CONDITIONS**

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

### **1.0 SCOPE OF SERVICES:**

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

### **2.0 STANDARD OF CARE:**

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. **NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.**

### **3.0 INVOICES:**

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

### **4.0 PAYMENT:**

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

### **5.0 RETAINER:**

**Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.**

### **6.0 RIGHT OF ENTRY/JOBSITE:**

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.



**7.0 UTILITIES:**

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

**8.0 TERMINATION OR SUSPENSION OF SERVICES:**

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

**9.0 SUBCONSULTANTS/SUBCONTRACTORS:**

Maser Consulting P.A. prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Maser Consulting P.A. to the Client.

**10.0 AGREED REMEDY:**

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant/contractor fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

**11.0 LIABILITY TO THIRD PARTIES:**

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

**12.0 INDEMNIFICATION:**

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.



To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

**13.0 ASSIGNS:**

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

**14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:**

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

**15.0 GENERAL CONDITIONS:**

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

**16.0 ENTIRE AGREEMENT:**

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



**SECTION III – 2018 RATE SCHEDULE**

**TECHNICAL STAFF RATES**

| <b>BILLING TITLES</b>                        | <b>HOURLY RATES</b> |
|----------------------------------------------|---------------------|
| Executive Principal.....                     | 250.00              |
| Principal .....                              | 210.00              |
| Senior Technical Director .....              | 195.00              |
| Senior Project Manager.....                  | 185.00              |
| Technical Director.....                      | 175.00              |
| Project Manager .....                        | 165.00              |
| Senior Project Specialist.....               | 155.00              |
| Project Specialist.....                      | 145.00              |
| Technical Professional .....                 | 135.00              |
| Technical Specialist.....                    | 125.00              |
| Specialist .....                             | 115.00              |
| Senior Data Technician .....                 | 105.00              |
| Senior Technical Assistant .....             | 95.00               |
| Technical Assistant.....                     | 85.00               |
| Data / Field Technician .....                | 75.00               |
| Survey Crew – 2 Man.....                     | 200.00              |
| Survey Crew – 1 Man w/Robotic Equipment..... | 175.00              |
| Expert Witness .....                         | 300.00              |
| Sr. LSRP.....                                | 270.00              |
| LSRP .....                                   | 210.00              |

**REIMBURSABLE EXPENSES**

|                                               |                 |
|-----------------------------------------------|-----------------|
| General Expenses .....                        | Cost + 15%      |
| Travel (Hotel, Airfare, Meals).....           | Cost + 15%      |
| Sub-Consultants/Sub-Contractors .....         | Cost + 20%      |
| Mileage Reimbursement*.....                   | 0.56 / Per Mile |
| Plotting .....                                | 3.75 / Each     |
| Computer Mylars / Color Plots .....           | 50.00 / Each    |
| Photo Copies .....                            | 0.10 / Each     |
| Color Photo Copies .....                      | 1.75 / Each     |
| Document Binding .....                        | 3.00 / Each     |
| Portable Media .....                          | 75.00 / Each    |
| Exhibit Lamination (24" x 36" or larger)..... | 50.00 / Each    |
| Initial Digital Signature.....                | 250.00          |
| Additional Digital Signatures.....            | 50.00/Each      |

\* Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2018



Jose R. Cunha, PE, CME, CPWM, CRP  
MC Proposal No. 18002711P  
May 21, 2018  
Page 12 of 12

**SECTION IV – CLIENT CONTRACT AUTHORIZATION**

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If you find this proposal acceptable, **please sign where indicated above in Section IV, and return one signed copy to this office.** Invoices are due within 30 days. This proposal is valid until July 21, 2018.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink that reads 'Gustave E. DeBlasio'.

Gustave E. DeBlasio, C.P.S.I., L.T.E., I.S.A., C.I.C., LEED AP, CPO  
Principal Associate

GED/tjs

cc: Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)

R:\General\Proposals\2018\18002711P\180521\_jcunha\_proposal rjs rev.docx

(REVISED 4/13)

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

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

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

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

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

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

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

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval



Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Richard M Maser, PE, PP, Chairman / CEO

Representative's Signature: \_\_\_\_\_

Name of Company: Maser Consulting P.A.

Tel. No.: (732) 383-1950

Date: March 15, 2018



**CERTIFICATE OF EMPLOYEE INFORMATION REPORT****RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2016** to **15-JUL-2019**

**MASER CONSULTING P.A.  
331 NEWMAN SPRINGS ROAD  
RED BANK NJ 07701**



*Ford M. Scudder*  
**FORD M. SCUDDER**  
Acting State Treasurer

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

*Richard M. Maser*  
**Richard M. Maser, PE, PP, Chairman/CEO**

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

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

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

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

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

Representative's Name/Title Print): Richard M Maser, PE, PP, Chairman / CEO

Representative's Signature: \_\_\_\_\_

Name of Company: Maser Consulting P.A.

Tel. No.: (732) 383-1950

Date: March 15, 2018

**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 : Maser Consulting P.A.

Address : 331 Newman Springs Road, Suite 203, Red Bank, NJ 07701

Telephone No. : (732) 383-1950

Contact Name : Richard M Maser, PE, PP, Chairman / CEO

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

- 46 -

**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: Maser Consulting P.A.  
Address: 331 Newman Springs Road, Suite 203, Red Bank, NJ 07701  
Telephone No. : (732) 383-1950  
Contact Name: Richard M Maser, PE, PP, Chairman / CEO

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08648-0252

TAXPAYER NAME:

MASER CONSULTING P.A.

TAXPAYER IDENTIFICATION#:

ADDRESS:

331 NEWMAN SPRINGS RD  
RED BANK NJ 07701-6699

EFFECTIVE DATE:

10/15/85

FORM-BRC(08-01)

TRADE NAME:

MASER ASSOCIATES

SEQUENCE NUMBER:

0098895

ISSUANCE DATE:

06/08/04

*J.P. & Tully*  
Acting Director

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

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: Maser Consulting P.A.

Signed  Title: Business Development Coordinator

Print Name Tereza Mirkovic Date: March 15, 2018

Subscribed and sworn before me  
this 15 day of March, 2018.

My Commission expires:  
Michelle Brennan

(Affiant)   
(Corporate Seal)

(Print name & title of affiant) \_\_\_\_\_  
Tereza Mirkovic, Business Development Coordinator

**MICHELLE L. BRENNAN**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES DEC. 17, 2020.**

**\*\*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**

Maser Consulting P.A.

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                          |
|------------------------------|---------------------------------------|
| Richard M. Maser             | 20 Longview Way, Sea Bright, NJ 07760 |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |
|                              |                                       |

**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: Maser Consulting P.A.  
 Signed: [Signature] Title: Business Development Coordinator  
 Print Name: Tereza Mirkovic Date: March 15, 2018

Subscribed and sworn before me this 15 day of March, 2018

[Signature]  
 My Commission expires: \_\_\_\_\_

[Signature]  
 Tereza Mirkovic, Business Development Coordinator  
 (Print name & title of affiant) (Corporate Seal)

**MICHELLE L. BRENNAN**  
**NOTARY PUBLIC OF NEW JERSEY**  
 MY COMMISSION EXPIRES DEC. 17, 2020

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

City Clerk File No. Res. 18-709  
Agenda No. 10.Z.35  
Approved: JUL 18 2018



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO THE MUSIAL GROUP, PA IN CONNECTION WITH SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE RESCUE ONE - NEW FIREHOUSE, PROJECT NO. 2015-016 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

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

**WHEREAS**, the City of Jersey City (City) requires the services of a consulting architectural firm in connection with schematic design, design development, construction documents and construction administration for the New Rescue One Firehouse to be located on Communipaw Avenue, Jersey City, New Jersey; and

**WHEREAS**, the City publicly advertised a Request for Proposals (RFP) for Architectural/Engineering Services through the fair and open process; and

**WHEREAS**, nine (9) responses were received from firms and evaluated as to their qualifications to provide these services. Proposals were received from:

| <u>Name of Firms</u>        | <u>Total Fee</u> |              |
|-----------------------------|------------------|--------------|
| LSEA Corporations           | \$ 400,150.00    | Disqualified |
| Coppa Montalbano Architects | \$ 465,000.00    |              |
| The Musial Group, PA        | \$ 597,320.00    |              |
| Helena Ruman Architects     | \$ 611,500.00    |              |
| Netta Architects            | \$ 613,460.00    |              |
| RSC Architects              | \$ 636,460.00    |              |
| Robbie Conley Architects    | \$ 644,728.00    |              |
| H2M Architects              | \$ 872,500.00    |              |
| Ronnette Riley Architects   | \$1,331,019.00   |              |

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

**WHEREAS**, The Musial Group, PA, 191 Mill Lane, Mountainside, NJ 07092, possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated April 12, 2018; and

**WHEREAS**, The Musial Group, PA, 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**, these funds are available for this expenditure from General Firehouse Building - Capital Account:

04-215-55-108-990 P.O. No. 129701 \$597,320.00

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services, which may be awarded without public bidding; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.



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**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO THE MUSIAL GROUP, PA IN CONNECTION WITH SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE RESCUE ONE - NEW FIREHOUSE, PROJECT NO. 2015-016 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of The Musial Group, PA for a lump sum fee not to exceed FIVE HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$597,320.00) for the contract period of thirty-six (36) months which is authorized pursuant to N.J.S.A. 40A:11-15 (9);
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A copy of this Resolution shall be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution;
4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto, shall be placed on file with this resolution; and
5. The award of this contract shall be subject to the condition that The Musial Group, PA provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-108-990 and for payment of the above Resolution.

June 26, 2018

RR/ab

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 6-2

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           |     | ✓   |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       |     | ✓   |      | WATTERMAN      | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | 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 PROFESSIONAL SERVICES CONTRACT TO THE MUSIAL GROUP, PA IN CONNECTION WITH SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE RESCUE ONE - NEW FIREHOUSE, PROJECT NO. 2015-016 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**Project Manager**

|                     |                                   |                  |
|---------------------|-----------------------------------|------------------|
| Department/Division | Administration                    | Architecture     |
| Name/Title          | Brian F. Weller, L.L.A., A.S.L.A. | Director         |
| Phone/email         | (201) 547-5900                    | Wellerb@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 services of an architectural/engineering consultant is needed for schematic design, design development, construction documents and construction administration services for the new Rescue One Firehouse to be located on Communipaw Avenue.

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

**General Firehouse Buildings – Capital Account**  
04-215-55-108-990 - \$597,320.00

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

The term of this will be thirty-six (36) months, which is authorized pursuant to N.J.S.A., 40A:11-15 (9) after award of the contract.

Type of award

If "Other Exception", enter type

**Additional Information**

Professional design services to be included in this Contract will encompass the following disciplines:

1. Schematic Design;
2. All required Site Permitting/Building Analysis
3. Architectural/Mechanical/Electrical/Plumbing Design;
4. Construction Drawings and Specifications; and
5. Construction Administration and Submittal Review

I certify that all the facts presented herein are accurate.

BFW  
Signature of Division Director

6.26.18  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE  
PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900



BRIAN D. PLATT  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : June 26, 2018

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

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

SUBJECT : Rescue One - New Firehouse  
Project No. 2015-016  
Re: The Musial Group, PA

Attached for your consideration is the Resolution authorizing the award of a contract to The Musial Group, PA in connection with schematic design, design development, construction documents and construction administration services for the Rescue One - New Firehouse project.. Successful completion of similar project size and scope weighed heavily in the final determination between the top four (4) firms in making this recommendation. The Musial Group, PA services include the following:

1. Schematic Design;
2. All required Site Permitting and Building Analysis;
3. Architectural/Mechanical/Electrical/Plumbing Design;
4. Construction Drawings and Specifications; and
5. Construction Administration and Submittal Review

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

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

**CITY OF JERSEY CITY**  
**PROFESSIONAL SERVICES AGREEMENT**

Agreement made this     day of                                     , 2018 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, located at 280 Grove St., Jersey City, New Jersey 07302 (“City”) and The Musial Group, PA. 191 Mill Lane, Mountainside, New Jersey 07092 (“Partner” or “Consultant”).

**WHEREAS**, the City requires the services of consulting architectural firm to provide schematic design, design development, construction documents and construction administration for the Rescue One – New Firehouse (“Project”);

**WHEREAS**, the Consultant submitted a proposal dated April 12, 2018 (“Consultant’s Proposal”), in the amount of Five Hundred Ninety-Seven Thousand Three Hundred Twenty Dollars and Zero Cents (\$597,320.00), attached hereto; and

**WHEREAS**, the City approved Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 20\_\_ awarding a professional services contract to the Consultant;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**COPY**

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for Consultant to provide the City with professional services for the Rescue One – New Firehouse project, in particular Design, Design Development, Construction Documents and Construction Administration.

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all required professional services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein by reference. This Agreement and Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of Consultant's Proposal, the provisions of this Agreement shall govern over the provisions of Consultant's Proposal.

2. Such described services shall be performed within a period of **thirty-six (36) months** after execution of this Agreement, unless additional time is agreed to in writing by the City.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified unless such modifications are produced in writing and signed by authorized representatives of the City and Consultant. Any modifications, which increase the compensation of Consultant, may require the prior authorization of the governing body of the City.

### **ARTICLE III**

#### **Contractual Relationship**

4. In performing the services under this Agreement, Consultant shall operate and have status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

5. Consultant shall perform the services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

### **ARTICLE IV**

#### **Compensation and Payment**

6. Compensation for the performance of design and professional services described in this Agreement will be in accordance with Consultant's Proposal, i.e., a fixed fee contract in the amount of Five Hundred Ninety-Seven Thousand Three Hundred Twenty Dollars and Zero Cents (\$597,320.00). Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

- Fixed Fee Contracts: Consultant shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the City, and shall do all that which is necessary or incident to the satisfactory and timely performance of the Agreement. The Consultant may submit invoices not more frequently than monthly, based on the work performed under this Agreement.

taken and the subject matter. Absent a specific agreement to an alternative fee arrangement, fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour.

Every invoice from Consultant is deemed to be a certification by Consultant that all services and disbursements reflected on the invoice are reasonable for the project involved and necessary for the proper provision of services to the City. The City reserves the right to audit all fee and disbursement details that Consultant submits. The City will promptly terminate the services of any Consultant whose billing practices raise questions about the Consultant's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

It is important to note that pursuant to N.J.S.A. 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Payment invoices may be on an hourly basis (time and material), monthly installment basis (fixed fee), or other form acceptable to the City. In all scenarios, a detailed scope of completed work must be submitted to the City, and reviewed and approved by the Business Administrator or his authorized designee before payment can be made.

In addition to the Consultant's invoice, the Consultant shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

The acceptance by the Consultant of any partial payment shall be and shall operate as a release to the City of all claims and all liability to the Consultant for all things done or furnished in connection with this payment and for every act and negligence of the City and others relating to or arising out of this work.

The Consultant will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to satisfy this schedule shall not entitle the Consultant to interest charges, penalties or any other type of escalation of the invoiced amount.

As noted above, request for payments to the Consultant shall be submitted for approval by the City Council after the Business Administrator or his authorized designee verifies the information submitted by the Consultant and executes the partial payment voucher. Payments can only be made after approval by the City Council.

### **Acceptable Fees/Charges**

Overhead charges may not be billed.

The City will not reimburse Consultant for basic support services, which the City deems to be part of Consultant's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading (by individuals other than the author(s) of the requested document(s))
- Maintenance of a calendar or tickler system
- Preparing budgets
- Office supplies
- Conference room charges

### **Out-of-pocket costs must be itemized and passed through with no markup**

The City will reimburse Consultant for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Consultant's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit



and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group or disbursements without descriptions.

**Prohibited disbursements**

The City considers certain disbursements to be part of a Consultant's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**Copying/scanning**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Consultant or five cents per page. The City will reimburse for document scanning at Consultant's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**Couriers and Overnight Mail**

The City will reimburse for actual charges billed to Consultant for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Consultant shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Consultant shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

### **Travel Expenses**

Travel expenses must be first approved by the City.

### **Maintenance of Expense Records**

To ensure compliance with the City's reimbursement policies, Consultant shall require itemization of out-of-pocket expenses. Expenses and receipts may be audited and shall be retained by Consultant in accordance with applicable IRS guidelines. Unless requested to do so by the City, Consultant shall not forward copies of expense receipts to the City with the invoices.

### **Vendor discounts must be passed through**

If Consultant receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

7. Consultant shall submit to City monthly invoices showing the services performed and the charges therefore in proportion to the work completed as described in Consultant's Proposal. Monthly reports (including but not limited to, as appropriate, description of the work performed, analysis, photographs, etc.) must be attached to each invoice. Consultant understands that said invoices must be submitted to the governing body of City for approval prior to payment.

### **Invoice Format**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Project name
- Date(s) services were performed
- A description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary.
- Timekeeper name or ID (if applicable)
- Timekeeper title or level (if applicable)
- Time entry to the nearest tenth (.10) of an hour (if applicable)

- Timekeeper rate (if applicable)
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

## ARTICLE V

### Insurance

8. Consultant shall purchase and maintain the required insurance during the term of this Contract. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- 1.) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- 2.) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- 3.) Automobile Liability in the amount of \$1,000,000 combined single limit.
- 4.) Professional Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate.

9. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

10. Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **Rescue One – New Firehouse; Project No. 2015-016.**

## ARTICLE VI

### Personnel of the Consultant

11. Unless Consultant has otherwise received prior written authorization from the City, Consultant shall be responsible for all professionals and experts as may be required for the proper performance of the Agreement. The Consultant shall pay to any professionals and experts employed on the project monies commensurate with the professional services rendered by them. It is understood that all such personnel shall be engaged by the Consultant and not the City, and the Consultant alone is responsible for their work.

12. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the City and in the event the Consultant's personnel fails to cooperate, the Consultant shall relieve them of their duties on the Project when mutually agreed by both, the City and the Consultant.

## ARTICLE VII

### Progress Report

13. Attached to the monthly invoices, Consultant shall prepare and send to the City on a monthly basis a Consulting Progress Report (see Section 7, above) giving the status of the Project. If progress is delayed for any reason, the Consultant shall state the reason for such delay in this report.

**ARTICLE VIII**  
**Suspension or Termination**

14. Termination: City shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by Consultant in connection with discontinuing the work hereunder, and shall have no further claim against City with respect thereto.

15. Suspension: City shall have the right to suspend this Agreement at any time, and for any reason, direct the Consultant to stop work under this contract for a period of time, upon seven (7) days written notice. The Consultant shall resume work as directed by the City, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the City for damages or extra remuneration except reasonable costs incurred by Consultant in connection with the suspension of work, and shall have no further claim against City with respect thereto.

**ARTICLE IX**  
**Arbitration**

16. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

17. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Architecture of the City or any claim or dispute covered by this Article.

**ARTICLE X**  
**Nondiscrimination**

18. In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

**ARTICLE XI**  
**Compliance With Equal Employment Opportunity/Affirmative Action Plan**

19. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

20. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

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

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or

- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## **ARTICLE XII**

### **Compliance With Americans With Disabilities Act of 1990**

22. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The Consultant is obligated to comply with the Act and to hold the owner harmless.

## **ARTICLE XIII**

### **Indemnity**

23. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Consultant is legally liable. Said agreement shall indemnify and defend the City and their respective employees and shall continue in full force for the applicable statute of limitations.

## **ARTICLE XIV**

### **Entire Agreement**

24. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein

expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

25. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

#### ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

#### MANDATORY BUSINESS REGISTRATION REQUIREMENTS

##### Non Construction Contracts

26. P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

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

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

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



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

#### **ARTICLE XVI**

#### **City of Jersey City Contractor Pay-to-Play Reform Ordinance**

27. This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### **ARTICLE XVII**

#### **City of Jersey City Lobbyist Disclosure Ordinance**

28. This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of

lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

## ARTICLE XVIII

### Proprietary Information

29. Consultant's proposal, this Agreement and all final deliverables may be made available to the public in accordance with law. Consultant may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Consultant has a good faith legal and or factual basis for such assertion. The City reserves the right to make the determination as to what is proprietary or confidential, and will advise the Consultant accordingly. In the event of any challenge to the Consultant's assertion of confidentiality with which the City does not concur, the Consultant shall be solely responsible for defending its designation.

## ARTICLE XIX

### Works Made For Hire

30. All designs and design concepts, and all plans, specifications, drawings, and other documents and materials of every kind whatsoever, and in whatever medium expressed, prepared and to be prepared by Consultant in connection with any aspect of this Project, and all rights (including copyright, trademarks, rights of use, and other proprietary rights) therein, shall be deemed "works made for hire" assigned to the City of Jersey City and shall be and remain the sole property of the City of Jersey City, whether or not this Agreement between City of Jersey City and Consultant continues, or is terminated, for any reason or no reason.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

**CITY OF JERSEY CITY**

**ATTEST:**

\_\_\_\_\_  
BRIAN D. PLATT  
Business Administrator

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

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

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

**THE MUSIAL GROUP, PA**

**ATTEST:**

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

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

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
RAYMOND REDDINGTON  
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

\_\_\_\_\_  
MATT HOGAN  
Risk Manager



**CITY OF JERSEY CITY  
REQUEST FOR PROPOSALS:**

**ARCHITECTURAL AND ENGINEERING SERVICES FOR:**

**RESCUE ONE – NEW FIREHOUSE**

**SUBMISSION DEADLINE:  
4:00 PM.**

**April 12, 2018**

**ADDRESS ALL PROPOSALS TO:**

**Peter Folgado  
Purchasing Agent, RPPO, QPA  
394 Central Avenue, 3<sup>rd</sup> Floor  
Jersey City, N.J. 07307**

**Prospective vendors/consultants must download RFP and all addenda from [www.Bidsync.com](http://www.Bidsync.com). Failure to download RFP and acknowledge receipt of addenda shall result in qualifications rejection.**

**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
Rescue One

**DUE DATE:** 4/12/2018

**SECTION 1: GENERAL INFORMATION & SUMMARY**

**1.1 Organization Requesting Proposal**

City of Jersey City – Division of Architecture  
13 – 15 Linden Avenue East, 2<sup>nd</sup> Floor  
Jersey City, NJ 07305

**1.2 Contact Person**

Peter Folgado, RPPO, QPA  
Purchasing Agent  
Department of Administration/Division of Purchasing  
394 Central Avenue, 3<sup>rd</sup> Floor  
Jersey City, NJ 07307  
(201) 547-5156  
[Peterf@jcnj.org](mailto:Peterf@jcnj.org)

**1.3 Procurement Process**

This contract will be awarded as a professional services agreement using the “fair and open” process under the “New Jersey Local Unit Pay-to-Play Law”, N.J.S.A. 19:44A-20.4 et seq.

The City Council will vote to approve a resolution awarding a contract to the Architectural Contractor for a sum not to exceed a specified amount and for a term of **thirty-six (36) months**. The contract term will be inclusive up to and including construction administration. (Refer to 4.4 Phases of Work).

**1.4 Contract Form**

If selected to provide services, it is agreed and understood that the Architectural Contractor shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by the Architectural Contractor shall be considered a release in full of all claims against the City of Jersey City (City) arising out of, or by reason of, the work done and materials furnished under this Contract.

**1.5 Informational Meeting**

There will be no Informational Meeting for this RFP process.

**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
Rescue One

**DUE DATE:** 4/12/2018

**1.6 Submission Deadline**

Proposals must be submitted to, and be received by the Department of Administration/Division of Purchasing, via mail or hand delivery, by 4:00 p.m. prevailing time on April 12, 2018. Proposals will not be accepted by facsimile transmission or e-mail.

**1.7 Opening of Proposals**

Proposals shall be received and opened by the Purchasing Agent at 4:00 p.m. prevailing time on April 12, 2018 in the Division of Purchasing Conference Room, located at 394 Central Avenue, 3<sup>rd</sup> Floor, Jersey City, N.J. 07307.

**1.8 Definitions**

The following definitions shall apply to and are used in this Request for Proposals (RFP):

"City" - refers to the City of Jersey City.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Architectural Contractor" - refers to the persons and/or firm(s) that is awarded the contract.

"Construction Contractor" – refers to the General Contractor (GC) awarded the construction contract from publicly bid construction documents prepared by the "Architectural Contractor" to construct the new firehouse.

**1.9 Submission Address**

All proposals should be sent to:

**Peter Folgado, Purchasing Agent, RPPO, QPA  
Department of Administration/Division of Purchasing  
394 Central Avenue, 3<sup>rd</sup> Floor  
Jersey City, N.J. 07307**

**CITY OF JERSEY CITY, NJ  
DIVISION OF ARCHITECTURE**

**REQUEST FOR PROPOSALS**

**PURPOSE:** Architectural and Engineering Services  
Rescue One

**DUE DATE:** 4/12/2018

**SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

**2.1 Introduction and Purpose**

The City is seeking proposals from qualified Respondents to provide specific architectural and engineering services.

**2.2 Fair and Open Process**

This contract will be awarded using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play Law", N.J.S.A. 19:44A-20.4 et seq.

The City has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each Respondent is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received.

**2.3 Evaluation**

Proposals will be reviewed and evaluated by the Department of Administration and the Division of Architecture. The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

**2.4 Procurement Schedule**

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

| <u>Activity</u>                          | <u>Date</u>    |
|------------------------------------------|----------------|
| 1. Issuance of Request for Proposals     | March 16, 2018 |
| 2. Receipt of Proposals                  | April 12, 2018 |
| 3. Completion of evaluation of Proposals | April 26, 2018 |
| 4. Award of Contract                     | June 13, 2018  |

**2.5 Addenda or Amendments to RFP**

During the period provided for the preparation of Proposals, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. Each Respondent is required to acknowledge receipt of all addenda by executing and submitting with its Proposal the "Acknowledgment of Receipt of Addenda".

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

City Clerk File No. Res. 18-710

Agenda No. 10.Z.36

Approved: JUL 18 2018

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO THE MUSIAL GROUP, PA IN CONNECTION WITH DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HISTORIC PRESERVATION CITY HALL - SIDE ENTRANCE STAIRS REHABILITATION, PROJECT NO. 2018-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

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

**WHEREAS**, the City of Jersey City (City) requires the services of a historic consulting architectural firm in connection with design and construction administration for the Historic Preservation City Hall Side Entrance Stair Rehabilitation at City Hall, 280 Grove Street, Jersey City, New Jersey; and

**WHEREAS**, the City publicly advertised a Request for Proposals (RFP) for Historic Architectural Services through the fair and open process; and

**WHEREAS**, two (2) responses were received from firms and evaluated as to their qualifications to provide these services. Proposals were received from:

| <u>Name of Firm</u>           | <u>Total Fee</u> |
|-------------------------------|------------------|
| The Musial Group Architecture | \$59,750.00      |
| Helena Ruman Architects       | \$94,000.00      |

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

**WHEREAS**, The Musial Group, 191 Mill Lane, Mountainside, NJ 07092, possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated May 18, 2018; and

**WHEREAS**, The Musial Group 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**, these funds are available for this expenditure from City Hall Building - Capital Account:

04-215-55-941-991      P.O. No. 129702      \$59,750.00

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services which may be awarded without public bidding; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.



City Clerk File No. Res. 18-710  
Agenda No. 10.Z.36 JUL 18 2018

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO THE MUSIAL GROUP, PA IN CONNECTION WITH DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HISTORIC PRESERVATION CITY HALL - SIDE ENTRANCE STAIRS REHABILITATION, PROJECT NO. 2018-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of The Musial Group, PA for a lump sum fee not to exceed FIFTY-NINE THOUSAND AND SEVEN HUNDRED FIFTY 00/100 DOLLARS (\$59,750.00) for the contract period of twenty-four (24) months which is authorized pursuant to N.J.S.A. 40A:11-15 (9);
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A copy of this Resolution shall be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution;
4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto, shall be placed on file with this resolution; and
5. The award of this contract shall be subject to the condition that The Musial Group, PA provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-941-991 for payment of the above Resolution.

June 26, 2018

RR/ab

APPROVED: [Signature]  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM [Signature]  
Corporation Counsel

*B.R.  
7-3-18*

Certification Required

Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | 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 B. 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 PROFESSIONAL SERVICES CONTRACT TO THE MUSIAL GROUP, PA IN CONNECTION WITH DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HISTORIC PRESERVATION CITY HALL - SIDE ENTRANCE STAIRS REHABILITATION, PROJECT NO. 2018-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**Project Manager**

|                     |                                   |                 |
|---------------------|-----------------------------------|-----------------|
| Department/Division | Administration                    | Architecture    |
| Name/Title          | Brian F. Weller, L.L.A., A.S.L.A. | Director        |
| Phone/email         | (201) 547-5900                    | Wellerb@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 services of a Historic Preservation Architectural Consultant is needed for design, construction documents and construction administration services for the rehabilitation of the side entrance stairs of City Hall at 280 Grove Street.

**Cost (Identify all sources and amounts)**

**City Hall Buildings – Capital Account**  
04-215-55-941-991 - \$59,750.00

**Contract term (include all proposed renewals)**

The term of this will be twenty-four (24) months which is authorized pursuant to N.J.S.A. 40A:11-15 (9) after award of the contract.

**Type of award**

Fair and Open

**If "Other Exception", enter type**

**Additional Information**

Professional design services to be included in this Contract will encompass the following disciplines:

1. All required Site Permitting/Building Analysis/Restoration/State Review
2. Architectural/Mechanical/Electrical/Plumbing Historic Design;
3. Construction Drawings and Specifications; and
4. Construction Administration and Submittal Review

I certify that all the facts presented herein are accurate.

Brian Weller  
Signature of Division Director

6-26-18  
Date

**CITY OF JERSEY CITY**  
**PROFESSIONAL SERVICES AGREEMENT**

Agreement made this     day of                             , 2018 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, located at 280 Grove St., Jersey City, New Jersey 07302 (“City”) and The Musial Group, PA., 191 Mill Lane, Mountainside, New Jersey 07092 (“Partner” or “Consultant”).

**WHEREAS**, the City requires the services of consulting architectural firm to provide design, construction documents and construction administration for the City Hall – Side Stairs Rehabilitation (“Project”);

**WHEREAS**, the Consultant submitted a proposal dated May 18, 2018 (“Consultant’s Proposal”), in the amount of Fifty-Nine Thousand Seven Hundred Fifty Dollars and Zero Cents (\$59,750.00), attached hereto; and

**WHEREAS**, the City approved Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 20\_\_ awarding a professional services contract to the Consultant;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

## ARTICLE I

### Purpose of Agreement

The purpose of this agreement is for Consultant to provide the City with professional services for the City Hall – Side Entrance Stairs Rehabilitation project, in particular Design, Construction Documents and Construction Administration.

## ARTICLE II

### Scope of Services

1. Consultant shall perform for the City all required professional services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein by reference. This Agreement and Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of Consultant's Proposal, the provisions of this Agreement shall govern over the provisions of Consultant's Proposal.

2. Such described services shall be performed within a period of **twenty-four (24) months** after execution of this Agreement, unless additional time is agreed to in writing by the City.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified unless such modifications are produced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant may require the prior authorization of the governing body of the City.

**ARTICLE III**  
**Contractual Relationship**

4. In performing the services under this Agreement, Consultant shall operate and have status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

5. Consultant shall perform the services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances..

**ARTICLE IV**  
**Compensation and Payment**

6. Compensation for the performance of design and professional services described in this Agreement will be in accordance with Consultant's Proposal, i.e., a fixed fee contract in the amount of Fifty-Nine Thousand Seven Hundred Fifty (\$59,750.00). Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

- Fixed Fee Contracts: Consultant shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the City, and shall do all that which is necessary or incident to the satisfactory and timely performance of the Agreement. The Consultant may submit invoices not more frequently than monthly, based on the work performed under this Agreement.
- Time and Material Contracts: Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action

taken and the subject matter. Absent a specific agreement to an alternative fee arrangement, fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour.

Every invoice from Consultant is deemed to be a certification by Consultant that all services and disbursements reflected on the invoice are reasonable for the project involved and necessary for the proper provision of services to the City. The City reserves the right to audit all fee and disbursement details that Consultant submits. The City will promptly terminate the services of any Consultant whose billing practices raise questions about the Consultant's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

It is important to note that pursuant to N.J.S.A. 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Payment invoices may be on an hourly basis (time and material), monthly installment basis (fixed fee), or other form acceptable to the City. In all scenarios, a detailed scope of completed work must be submitted to the City, and reviewed and approved by the Business Administrator or his authorized designee before payment can be made.

In addition to the Consultant's invoice, the Consultant shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

The acceptance by the Consultant of any partial payment shall be and shall operate as a release to the City of all claims and all liability to the Consultant for all things done or furnished in connection with this payment and for every act and negligence of the City and others relating to or arising out of this work.

The Consultant will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to satisfy this schedule shall not entitle the Consultant to interest charges, penalties or any other type of escalation of the invoiced amount.

As noted above, request for payments to the Consultant shall be submitted for approval by the City Council after the Business Administrator or his authorized designee verifies the information submitted by the Consultant and executes the partial payment voucher. Payments can only be made after approval by the City Council.

**Acceptable Fees/Charges**

Overhead charges may not be billed.

The City will not reimburse Consultant for basic support services, which the City deems to be part of Consultant's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading (by individuals other than the author(s) of the requested document(s))
- Maintenance of a calendar or tickler system
- Preparing budgets
- Office supplies
- Conference room charges

**Out-of-pocket costs must be itemized and passed through with no markup**

The City will reimburse Consultant for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Consultant's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit

and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group or disbursements without descriptions.

**Prohibited disbursements**

The City considers certain disbursements to be part of a Consultant's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**Copying/scanning**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Consultant or five cents per page. The City will reimburse for document scanning at Consultant's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**Couriers and Overnight Mail**

The City will reimburse for actual charges billed to Consultant for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Consultant shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Consultant shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.



**Travel Expenses**

Travel expenses must be first approved by the City.

**Maintenance of Expense Records**

To ensure compliance with the City's reimbursement policies, Consultant shall require itemization of out-of-pocket expenses. Expenses and receipts may be audited and shall be retained by Consultant in accordance with applicable IRS guidelines. Unless requested to do so by the City, Consultant shall not forward copies of expense receipts to the City with the invoices.

**Vendor discounts must be passed through**

If Consultant receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

7. Consultant shall submit to City monthly invoices showing the services performed and the charges therefore in proportion to the work completed as described in Consultant's Proposal. Monthly reports (including but not limited to, as appropriate, description of the work performed, analysis, photographs, etc.) must be attached to each invoice. Consultant understands that said invoices must be submitted to the governing body of City for approval prior to payment.

**Invoice Format**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Project name
- Date(s) services were performed
- A description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary.
- Timekeeper name or ID (if applicable)
- Timekeeper title or level (if applicable)
- Time entry to the nearest tenth (.10) of an hour (if applicable)

- Timekeeper rate (if applicable)
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

## ARTICLE V

### Insurance

8. Consultant shall purchase and maintain the required insurance during the term of this Contract. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- 1.) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- 2.) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- 3.) Automobile Liability in the amount of \$1,000,000 combined single limit.
- 4.) Professional Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate.

9. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

10. Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **City Hall – Side Entrance Stairs Rehabilitation; Project No. 2018-009.**

## ARTICLE VI

### Personnel of the Consultant

11. Unless Consultant has otherwise received prior written authorization from the City, Consultant shall be responsible for all professionals and experts as may be required for the proper performance of the Agreement. The Consultant shall pay to any professionals and experts employed on the project monies commensurate with the professional services rendered by them. It is understood that all such personnel shall be engaged by the Consultant and not the City, and the Consultant alone is responsible for their work.

12. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the City and in the event the Consultant's personnel fails to cooperate, the Consultant shall relieve them of their duties on the Project when mutually agreed by both, the City and the Consultant.

## ARTICLE VII

### Progress Report

13. Attached to the monthly invoices, Consultant shall prepare and send to the City on a monthly basis a Consulting Progress Report (see Section 7, above) giving the status of the Project. If progress is delayed for any reason, the Consultant shall state the reason for such delay in this report.

**ARTICLE VIII**  
**Suspension or Termination**

14. Termination: City shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by Consultant in connection with discontinuing the work hereunder, and shall have no further claim against City with respect thereto.

15. Suspension: City shall have the right to suspend this Agreement at any time, and for any reason, direct the Consultant to stop work under this contract for a period of time, upon seven (7) days written notice. The Consultant shall resume work as directed by the City, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the City for damages or extra remuneration except reasonable costs incurred by Consultant in connection with the suspension of work, and shall have no further claim against City with respect thereto.

**ARTICLE IX**  
**Arbitration**

16. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

17. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Architecture of the City or any claim or dispute covered by this Article.

**ARTICLE X**  
**Nondiscrimination**

18. In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

**ARTICLE XI**  
**Compliance With Equal Employment Opportunity/Affirmative Action Plan**

19. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

20. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

21. Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or

- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## **ARTICLE XII**

### **Compliance With Americans With Disabilities Act of 1990**

22. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The Consultant is obligated to comply with the Act and to hold the owner harmless.

## **ARTICLE XIII**

### **Indemnity**

23. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Consultant is legally liable. Said agreement shall indemnify and defend the City and their respective employees and shall continue in full force for the applicable statute of limitations.

## **ARTICLE XIV**

### **Entire Agreement**

24. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein

expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

25. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

#### **ARTICLE XV**

#### **P.L. 2004, c.57 (N.J.S.A. 52:32-44)**

#### **MANDATORY BUSINESS REGISTRATION REQUIREMENTS**

#### **Non Construction Contracts**

26. P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### **ARTICLE XVI**

#### **City of Jersey City Contractor Pay-to-Play Reform Ordinance**

27. This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### **ARTICLE XVII**

#### **City of Jersey City Lobbyist Disclosure Ordinance**

28. This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of



lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

## **ARTICLE XVIII**

### **Proprietary Information**

29. Consultant's proposal, this Agreement and all final deliverables may be made available to the public in accordance with law. Consultant may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Consultant has a good faith legal and or factual basis for such assertion. The City reserves the right to make the determination as to what is proprietary or confidential, and will advise the Consultant accordingly. In the event of any challenge to the Consultant's assertion of confidentiality with which the City does not concur, the Consultant shall be solely responsible for defending its designation.

## **ARTICLE XIX**

### **Works Made For Hire**

30. All designs and design concepts, and all plans, specifications, drawings, and other documents and materials of every kind whatsoever, and in whatever medium expressed, prepared and to be prepared by Consultant in connection with any aspect of this Project, and all rights (including copyright, trademarks, rights of use, and other proprietary rights) therein, shall be deemed "works made for hire" assigned to the City of Jersey City and shall be and remain the sole property of the City of Jersey City, whether or not this Agreement between City of Jersey City and Consultant continues, or is terminated, for any reason or no reason.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

**CITY OF JERSEY CITY**

**ATTEST:**

\_\_\_\_\_  
BRIAN D. PLATT  
Business Administrator

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THE MUSIAL GROUP, PA**

**ATTEST:**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
RAYMOND REDDINGTON  
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

\_\_\_\_\_  
MATT HOGAN  
Risk Manager



**CITY OF JERSEY CITY  
REQUEST FOR PROPOSALS:**

**HISTORIC PRESERVATION ARCHITECTURAL SERVICES:**

**CITY HALL – SIDE ENTRANCE STAIRS REHABILITATION**

**SUBMISSION DEADLINE:**

**4:00 P.M.**

**MAY 18, 2018**

**ADDRESS ALL PROPOSALS TO:**

**Peter Folgado**

**Purchasing Agent, RPPO, QPA**

**394 Central Avenue, 3<sup>rd</sup> Floor**

**Jersey City, N.J. 07307**

**Prospective Respondents/consultants must download RFP and all addenda from [www.Bidsync.com](http://www.Bidsync.com). Failure to download RFP and acknowledge receipt of addenda shall result in qualifications rejection.**

# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Supvg. Administrative Analyst, Public Agency Compliance Officer  
Office of Tax Abatement & Compliance  
13 Linden Avenue East  
Jersey City NJ 07305  
Tel. #201-547- 4538  
E-mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

**CITY OF JERSEY CITY**

**PROJECT:** City Hall – Side Entrance Stairs Rehabilitation

**RESPONDENT:** THE MUSIAL GROUP, pa

**RESPONDENT'S CHECKLIST**

| Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Respondent Initials | Purchasing Review |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|
| A. Non-Collusion Affidavit properly notarized                                                                                                                                                                                                                                                                                                                                                                                                                                                | NSM                 |                   |
| B. Statement of Ownership Disclosure*                                                                                                                                                                                                                                                                                                                                                                                                                                                        | NSM                 |                   |
| C. Mandatory Affirmative Action Language                                                                                                                                                                                                                                                                                                                                                                                                                                                     | NSM                 |                   |
| D. Americans with Disabilities Act                                                                                                                                                                                                                                                                                                                                                                                                                                                           | NSM                 |                   |
| E. MWBE Questionnaire Form                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NSM                 |                   |
| F. Submit one of the three (3) forms: (1) Copy of Letter of Federal Approval, valid for one year from the date of issuance. Or, (2) Copy of Certificate of Employee Information Report, must be renewed prior to their expiration date in order to remain valid. Or (3) Copy of Initial Employee Report, Form AA-302, if first time doing business with Jersey City. Original must be submitted to the State with check or money order for \$150.00 made payable to "Treasurer, State of NJ" | NSM                 |                   |
| G. Business Registration Certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                         | NSM                 |                   |
| H. Original signature(s) on all required forms.                                                                                                                                                                                                                                                                                                                                                                                                                                              | NSM                 |                   |
| I. Certification of Compliance with the City's Pay-to-Play Ordinance                                                                                                                                                                                                                                                                                                                                                                                                                         | NSM                 |                   |
| J. Acknowledgement of Addenda Form Addendum(s)*                                                                                                                                                                                                                                                                                                                                                                                                                                              | NSM                 |                   |
| K. Disclosure of Investment Activities in Iran Form                                                                                                                                                                                                                                                                                                                                                                                                                                          | NSM                 |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                     |                   |

\*A Respondent's failure to include these forms with the Proposal will result in the rejection of Respondent's Proposal.

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

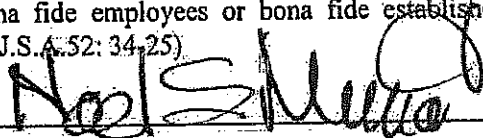
I certify that I am President

of the firm of THE MUSIAL GROUP, pa

the Respondent making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-25)

(Signature of Respondent)



SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

18 May OF 20 18

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 22

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**



CAMILLE DVORSKY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 6/22/2022

THE MUSIAL GROUP ARCHITECTURE

**STATEMENT OF OWNERSHIP DISCLOSURE**  
 N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: THE MUSIAL GROUP, pa

Organization Address: 191 Mill Lane, Mountainside, NJ 07092

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership                       Limited Liability Partnership (LLP)
- Professional Association

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|----------------------------------------------------|
| Noel S. Musial, A.I.A., President     | 1561 Coles Ave, Mountainside, NJ 07092             |
| Noel S. Musial, II, A.I.A., Principal | 45 Pineapple St, Brooklyn, NY 11201                |
|                                       |                                                    |
|                                       |                                                    |

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|-----------------------------------------------------------------------------|----------|
|                                                                             |          |
|                                                                             |          |
|                                                                             |          |

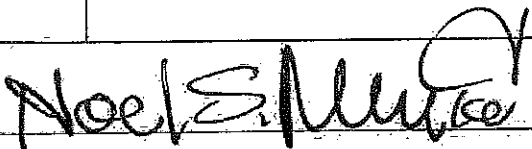
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|-----------------------------------------------------------------------|----------------------------------------------------|
|                                                                       |                                                    |
|                                                                       |                                                    |
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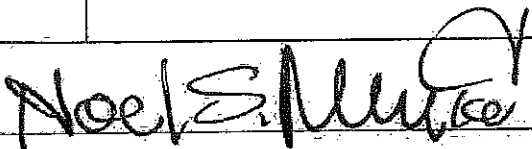


**Part IV CERTIFICATION**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

|                    |                                                                                   |        |              |
|--------------------|-----------------------------------------------------------------------------------|--------|--------------|
| Full Name (Print): | Noel S. Musial, A.I.A.                                                            | Title: | President    |
| Signature:         |  | Date:  | May 18, 2018 |

SIGNATURE:



TITLE:

Noel S. Musial, A.I.A., President

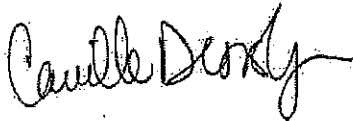
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

May 18 OF 20 18

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES: 20 22

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



CAMILLE DVORSKY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/22/2022

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

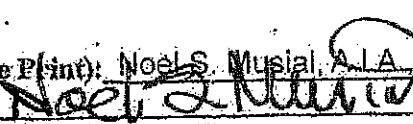
The contractor and the City \_\_\_\_\_ of Jersey City \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Noel S. Musial, A.I.A. President

Representative's Signature: 

Name of Company: THE MUSIAL GROUP, pa

Tel. No.: (908) 232-2860

Date: May 18, 2018

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

# NJ STATE BUSINESS REGISTRATION CERTIFICATES

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE<br>FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS |                                       |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------|
| TAXPAYER NAME:<br>THE MUSIAL GROUP, P.A.                                                                    | TRADE NAME:                           |
| TAXPAYER IDENTIFICATION#:<br>222-715-7057000                                                                | CONTRACTOR CERTIFICATION#:<br>0089293 |
| ADDRESS:<br>191 MILL LN<br>MOUNTAINSIDE NJ 07092                                                            | ISSUANCE DATE:<br>01/18/02            |
| EFFECTIVE DATE:<br>07/09/88                                                                                 | <i>Patricia A. Chiuschi</i>           |
| FORM-BRC (06-01)                                                                                            |                                       |

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE    |                                                                   |
|-------------------------------------------------------------|-------------------------------------------------------------------|
| TAXPAYER NAME:<br>DLB ASSOCIATES CONSULTING ENGINEERS, P.C. | TRADE NAME:                                                       |
| ADDRESS:<br>285 INDUSTRIAL WAY WEST<br>EATONTOWN, NJ 07724  | SEQUENCE NUMBER:<br>0081999                                       |
| EFFECTIVE DATE:<br>09/20/93                                 | ISSUANCE DATE:<br>07/20/11                                        |
| FORM-BRC                                                    | <i>James J. ...</i><br>Director<br>New Jersey Division of Revenue |

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |                                                         |
|----------------------------------------------------------|---------------------------------------------------------|
| Taxpayer Name:                                           | LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.     |
| Trade Name:                                              |                                                         |
| Address:                                                 | 300 KIMBALL DRIVE 4TH FLOR<br>PARSIPPANY, NJ 07054-2172 |
| Certificate Number:                                      | 0080565                                                 |
| Effective Date:                                          | March 30, 1993                                          |
| Date of Issuance:                                        | June 22, 2017                                           |
| For Office Use Only:                                     | 20170622094954031                                       |

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |                                            |
|----------------------------------------------------------|--------------------------------------------|
| Taxpayer Name:                                           | CONSULTING ENGINEERS COLLABORATIVE, INC.   |
| Trade Name:                                              |                                            |
| Address:                                                 | 730 BOULEVARD<br>KENILWORTH, NJ 07033-1752 |
| Certificate Number:                                      | 0098317                                    |
| Effective Date:                                          | February 27, 1992                          |
| Date of Issuance:                                        | October 13, 2016                           |
| For Office Use Only:                                     | 20161013170828960                          |

THE MUSIAL GROUP ARCHITECTURE

# NJ STATE SMALL BUSINESS ENTERPRISE



State of New Jersey

CHRIS CHRISTIE  
Governor  
KIM GUADAGNO  
Lt. Governor

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08646-0026  
PHONE: 609-292-2145 FAX: 609-984-4879

ANDREW P. SIAMONI-EMERYOFF  
State Treasurer

**APPROVED**  
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges The **THE MUSIAL GROUP PA** as a Category 2 and 4 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:23 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior to the expiration date of this registration.



Issued: 10/22/14  
Certification Number: A0019-01

*Andrew P. Siamoni-Emeryoff*  
Andrew P. Siamoni-Emeryoff  
Assistant Director

Expiration: 10/22/17



State of New Jersey

CHRIS CHRISTIE  
Governor  
KIM GUADAGNO  
Lt. Governor

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
33 WEST STATE STREET, 5TH FLOOR  
P.O. BOX 026  
TRENTON, NEW JERSEY 08646-0026  
PHONE: 609-292-2145 FAX: 609-984-4879

FORD M. SCUDIER  
Acting State Treasurer

**CERTIFIED**  
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **CONSULTING ENGINEERS COLLABORATIVE INC** is a MBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior to the expiration date of this certification.



Issued: July 23 2014  
Certificate Number: 68301-23

*Peter Lowfield*

Peter Lowfield  
Deputy Director

Expiration: July 23, 2019

THE MUSIAL GROUP ARCHITECTURE

US GREEN BUILDING  
COUNCIL  
CERTIFICATE

The U. S. Green Building Council

hereby presents to

*THE MUSIAL GROUP, p.a.*

*Mountainside, NJ*

Certificate of Membership

As a balanced, consensus coalition representing the entire building industry, we promote the design, construction, and operation of buildings that are environmentally responsible, profitable, and healthy places to live and work.



*James Hartzfeld*  
James Hartzfeld, Chairman

Member since 2003

*Christine Ervin*  
Christine Ervin, President & CEO

**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 THE MUSIAL GROUP, pa (name of business entity) has not made any reportable contributions in the one-year period preceding June 13, 2018 (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 THE MUSIAL GROUP, pa (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: THE MUSIAL GROUP, pa

Signed:   
Print Name: Noel S. Musial, A.I.A., President

May 18, 2018

Title:  
Date:


Subscribed and sworn before me  
this day 18 of May, 2018.

My Commission expires: 8/22/2022

Seal)



**CAMILLE DVORSKY**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/22/2022

  
(Affiant)  
(Print name & title of affiant) (Corporate)  
Noel S. Musial, A.I.A., President

CITY OF JERSEY CITY  
ADDENDUM ACKNOWLEDGEMENT FORM  
REQUEST FOR PROPOSAL

The undersigned acknowledges receipt of the following addenda to the request for Proposal:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM SHOULD BE RETURNED WITH PROPOSAL PACKAGE: NOT TO BE SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive, and the bid will be rejected. Acknowledgement of receipt of each addendum must be clearly established and included with the proposal pursuant to N.J.S.A. 40A:11-23.2(e).

Addendum No. 1 Dated 4/10/18

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Name of Company: THE MUSIAL GROUP, pa

Street Address: 191 Mill Lane

City, State, Zip Mountainside, New Jersey 07092

Authorized Signature: Noel S. Musial

Date: May 18, 2018



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

OFS NUMBER: RFP City Hall - Side Steps Rehab Proposer: THE MUSIAL GROUP, pa

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certificate below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provide by law.

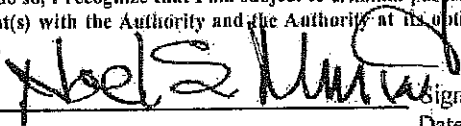
**PART 2**

You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlines able by completed the box below.

|                            |                             |
|----------------------------|-----------------------------|
| Name:                      | Relationship to Proposer:   |
| Description of Activities: |                             |
| Duration of Engagement:    | Anticipated Cessation Date: |
| Proposer Contact Name:     | Contact Phone Number:       |

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Noel S. Musial, A.I.A.  
Title: President

 Signature: \_\_\_\_\_  
Date: May 18, 2018

**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))

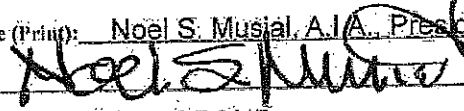
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, BEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such 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): Noel S. Musial, A.I.A., President

Representative's Signature: 

Name of Company: THE MUSIAL GROUP, pa

Tel. No.: (908) 232-2860 x242

Date: May 18, 2018

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT


Certification: 26513


**CERTIFICATE OF EMPLOYEE INFORMATION REPORT 26513**

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2019 to 15-APR-2020.

**THE MUSIAL GROUP, P.A.**  
191 MILL LANE  
MOUNTAINSIDE NJ 07092

  
Andrew P. Sklamon-Erator  
State Treasurer



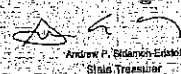
Certification: 4810


**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-2014 to 15-JUN-2017.

**DLE ASSOCIATES**  
265 INDUSTRIAL WAY WEST  
HATFORD NJ 07724

  
Andrew P. Sklamon-Erator  
State Treasurer



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : The Musial Group, pa  
Address : 191 Mill Lane, Mountainside, NJ 07092  
Telephone No. : (908) 232-2860  
Contact Name : Noel S. Musial, A.I.A., President

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**THE MUSIAL GROUP ARCHITECTURE**

**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: The Musial Group, pa

Address: 191 Mill Lane, Mountainside, NJ 07092

Telephone No. : (908) 232-2860

Contact Name: Noel S. Musial, A.I.A., President

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

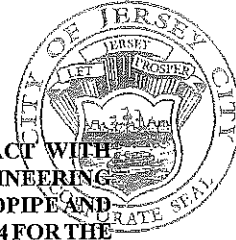
**THE MUSIAL GROUP ARCHITECTURE**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-711

Agenda No. 10-Z-37

Approved: JUL 18 2018



TITLE: **RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH HMR ARCHITECTS, PA FOR ARCHITECTURAL AND ENGINEERING SERVICES IN CONNECTION WITH THE LOEW'S THEATRE - STANDPIPE AND EMERGENCY LIGHTING IMPROVEMENTS, PROJECT NO. 2013-004 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE AND THE FRIENDS OF THE LOEW'S, INC., A NON-PROFIT CORPORATION**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, Resolution 17-563, approved on June 28, 2017, authorized a professional services agreement with HMR Architects, P.A. in the amount of \$68,864.00 to provide services in design, construction document and construction administration for the standpipe and emergency lighting improvement at The Loew's Theatre - 54 Journal Square, Jersey City; and

**WHEREAS**, the project was bid on November 16, 2017 and the sole bid received exceeded the Architects estimate and was subsequently rejected at the December 2017 Municipal Council Meeting; and

**WHEREAS**, the additional change-orders increased the total contract amount to \$76,534.00; and

**WHEREAS**, the City of Jersey City Department of Administration and the Friends of the Loew's (FOL) desire to move forward with this project and it is necessary to extend the contract term for an additional twenty-four (24) months to allow for revisions of bid documents to be publicly bid and construction administration services thereafter; and

**WHEREAS**, this contract extension is authorized pursuant to N.J.S.A. 40A:11-15(9); and

**WHEREAS**, HMR Architects has submitted a proposal in the amount of \$7,650.00 for additional services: project scope change to delete fire detection; and

**WHEREAS**, P.O. No. 125353 has been increased via Change Order to encumber these additional funds; and

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The contract with HMR Architects is amended to extend the contract term by an additional twenty-four (24) months effective as of July 24, 2018 and the total contract amount is increased by an additional SEVEN THOUSAND SIX HUNDRED FIFTY AND 00/00 DOLLARS (\$7,650.00); and
2. The Mayor or Business Administrator is authorized to execute the First Amendment to the professional services agreement attached hereto.

RR/ab  
June 26, 2018

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

R.B.  
7-2-18

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.18.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | 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]  
Rolaño 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 AN AMENDMENT TO A CONTRACT TO HMR ARCHITECTS, PA FOR ARCHITECTURAL AND ENGINEERING SERVICES IN CONNECTION WITH THE LOEW'S THEATRE – STANDPIPE AND EMERGENCY LIGHTING IMPROVEMENTS, PROJECT NO. 2013-004 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE AND THE FRIENDS OF THE LOEWS, INC., A NON-PROFIT CORPORATION**

**Project Manager**

|                     |                                   |                  |
|---------------------|-----------------------------------|------------------|
| Department/Division | Administration                    | Architecture     |
| Name/Title          | Brian F. Weller, L.L.A., A.S.L.A. | Director         |
| Phone/email         | (201) 547-5900                    | Wellerb@jcnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Additional services of the historic preservation architect of record for the Loew's Theatre are needed for design program modifications, construction documents and construction administration for improvements to the Standpipe and Emergency Lighting at the Loew's Theatre.

The Loew's Jersey Theatre is listed on the State and National Register of Historic Places. Work performed shall comply with the "Secretary of the Interior's Standards for the Treatment of Historic Properties". All work shall be subject to review by the New Jersey State Historic Preservation Office.

**Cost (Identify all sources and amounts)**

General Building Capital Account  
04-215-55-838-990 - \$7,650.00

**Contract term (include all proposed renewals)**

The term will be twenty-four (24) months after award of the contract, which is authorized pursuant to N.J.S.A., 40A:11-15 (9).

**Type of award**

Non -Fair and Open

**If "Other Exception", enter type**

**Additional Information**

HMR will perform the following task:

1. Design Phase: Dry Standpipe System and Emergency & Egress Lighting Design, Survey, Site Visits and Meetings;
2. Wireless Fire Alarm System at areas identified by Local Fire Official and FOL; and
3. Bid and Construction Phase Services.

The Professional Services Agreement is due to expire on July 24, 2018. This resolution is to extend the term for an additional twenty-four months to July 24, 2020 to include construction administration once a contractor is selected to perform the work.

  
Signature of Division Director

6-26-18  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE  
PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900



BRIAN D. PLATT  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE** : June 26, 2018

**TO** : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

**FROM** : Brian F. Weller, L.L.A., Director *BFW*

**SUBJECT** : Loew's Theatre - Standpipe and Emergency Lighting  
Project No. 2013-004  
Re: HMR Architects, P.A.

Attached for your consideration is the Resolution authorizing an amendment of a contract with HMR Architects, PA in connection with architectural design modifications and construction administration services for the Loew's Theater - Standpipe and Emergency Lighting Improvements. The work consisted of the following:

- Design Phase: Dry Standpipe System and Emergency & Egress Lighting Design, Survey, Site Visits and Meetings;
- Wireless Fire Alarm System at areas identified by Local Fire Official and FOL; and
- Bid and Construction Phase Services

The Professional Services Agreement is due to expire on July 24, 2018. This resolution is to extend the term for an additional twenty-four months to July 24, 2020 to include construction administration once a contractor is selected to perform the work.

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, Purchasing Agent, RPPO, QPA



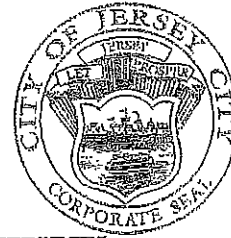
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 17-563

Agenda No. 10.Z.4

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO HMR ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES IN CONNECTION WITH THE LOEW'S THEATRE - STANDPIPE AND EMERGENCY LIGHTING IMPROVEMENTS, PROJECT NO. 2013-004 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE AND THE FRIENDS OF THE LOEWS, INC., A NON-PROFIT CORPORATION**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City of Jersey City (City) executed a lease on October 15, 2004, with the Friends of the Loew's Inc., for Block 1863, Lot N24 (the Loew's Theatre), pursuant to City Ordinance Nos. 04-033 and 04-073; and

**WHEREAS**, as the result of subsequent negotiations over the lease terms, the parties agreed to modify the Lease by execution of a Memorandum of Understanding; and

**WHEREAS**, by adoption of Ordinance 09-061 on May 20, 2009, the City approved the modification of the Lease and adoption of the Memorandum of Understanding; and

**WHEREAS**, the Memorandum of Understanding designated Holt, Morgan, Russell Architects (HMR), as an historic preservation architect acceptable to both parties; and

**WHEREAS**, the Division of Architecture solicited a proposal for architectural services from HMR for design, construction documents and construction administration serving to make improvements to the existing standpipe and emergency lighting; and

**WHEREAS**, HMR, 821 Alexander Road, Suite 115, Princeton, New Jersey 08540, possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated May 5, 2017; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under Local Public Contracts law, N.J.S.A. 40A:11A-1 et seq.; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay to Play Law); and

**WHEREAS**, the City's Director of Architecture has determined and certified in writing that the value of the contract exceeds \$17,500.00; and

**WHEREAS**, HMR agrees to provide these services for a sum not to exceed \$68,864.00 which funds are available in Capital Building Account 04-215-55-838-990, P.O.# 125247; and

**WHEREAS**, HMR, have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the resolution authorizing award and the agreement itself must be available for public inspection; and

**WHEREAS**, HMR, has completed and submitted a Business Entity Disclosure Certification which certifies that HMR, 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 HMR from making any reportable contributions during the term of the contract; and

**WHEREAS**, HMR submitted a Chapter 271 Political Contribution Disclosure Certification;

**COPY**

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO HMR ARCHITECTS FOR ARCHITECTURAL SERVICES IN CONNECTION WITH THE LOEW'S THEATRE - STANDPIPE AND EMERGENCY LIGHTING IMPROVEMENTS, PROJECT NO. 2013-004 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE AND THE FRIENDS OF THE LOEWS, INC., A NON-PROFIT CORPORATION**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of HMR. The term of the contract is twelve (12) months for a lump sum fee not to exceed SIXTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY-FOUR (\$68,864.00) DOLLARS.
2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;
5. In accordance with the Memorandum of Understanding, the aforesaid professional services agreement shall specify that in all matters the client of HMR for Project 2013-004 shall be Friends of the Loew's Inc., a New Jersey not for profit corporation.

I, \_\_\_\_\_ (DONNA MAUER), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-838-990, PO# 125333 for payment of the above Resolution.

RR/ab  
 June 7, 2017

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
 Business Administrator

\_\_\_\_\_ Corporation Counsel

Certification Required

Not Required

APPROVED 6-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.28.17 |     |        |      |               |     |        |      |                |     |        |      |
|-------------------------------------------------|-----|--------|------|---------------|-----|--------|------|----------------|-----|--------|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY    | N.V. | COUNCILPERSON  | AYE | NAY    | N.V. |
| GAJEWSKI                                        | ✓   |        |      | YUN           | ✓   |        |      | RIVERA         | ✓   |        |      |
| GADSDEN                                         |     | ABSENT |      | OSBORNE       |     | ABSENT |      | WATTERMAN      | ✓   |        |      |
| BOGGIANO                                        | ✓   |        |      | ROBINSON      | ✓   |        |      | LAVARRO, PRES. |     | ABSENT |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_ Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_ Robert Byrne, City Clerk

R.R.  
 6-14-17

**FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH HMR ARCHITECTS, P.A. FOR REVISIONS TO CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION FOR THE LOEW'S THEATRE – STANDPIPE AND EMERGENCY LIGHTING PROJECT**

This First Amendment of Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 between the City of Jersey City (City), Friends of Loew's (FOL) and HMR Architects, P.A.

WHEREAS, Resolution 17-563, approved on June 18, 2017 authorized a professional services agreement with HMR Architects, P.A. (HMR) for architectural and engineering services in connection with design, construction documents and construction administration services for the Loew's Theatre – Standpipe and Emergency Lighting (Project); and

WHEREAS, Resolution 17-563 authorized a professional services contract in an amount not to exceed \$68,864.00 and for a term of 12 months; and

WHEREAS, additional Change Orders increased the total contract amount from \$68,864.00 to \$76,534.00 for additional services outside the original scope; and

WHEREAS, the term of the contract needs to be extended because the construction specifications need to be revised after bids received exceeded the architects estimate; and

WHEREAS, HMR will be providing the City with construction administration services after the City awards the Project contract to a contractor; and

WHEREAS, the City of Jersey City Department of Administration and the Friends of Loew's (FOL) desire to move forward with this Project; and

WHEREAS, it is necessary to extend HMR's contract effective as of July 24, 2018 and continuing through July 24, 2020; and

WHEREAS, the total contract amount will be increased by an additional \$7,650.00 for the revisions to the contract documents;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The term of the contract is extended effective as of July 24, 2018 through July 24, 2020 and the contract amount is increased by an additional \$7,650.00.
2. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with HMR Architects, P.A. dated July 24, 2017 shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and HMR Architects, P.A. have executed this First Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

ATTEST:

CITY OF JERSEY CITY

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

\_\_\_\_\_  
BRIAN D. PLATT  
Business Administrator

FRIENDS OF THE LOEW'S INC.

BY: \_\_\_\_\_

ATTEST:

HMR ARCHITECTS, P.A.

\_\_\_\_\_

\_\_\_\_\_

# HMRARCHITECTS

FIFTY YEARS

6 June, 2018

Mr. Chris Charas  
City of Jersey City  
Division of Architecture  
13-15 Linden Avenue East  
Jersey City, NJ 07305

Re: Loew's Jersey Theatre  
Proposal for Additional Services: Project Scope Change to Delete Fire Detection

Dear Chris,

Please find below a proposed fee for additional architectural and engineering services related to revisions to Fire Protection Improvement Documents at the Loew's Jersey Theatre.

Revisions are in response to project scope changes directed by the City of Jersey City following meeting with City officials on 05/25/18. The Princeton Engineering Group will provide MEP services. Additional Services include the following:

- Attend meeting with City officials
- Additional coordination and review of code requirements
- Delete from drawings all project scope related to fire alarm and detection system
- Revise specifications
- Review final design and alternates per scope deletions
- Re-date, re-number all documents for bidding
- Prepare bid documents

The following fees are proposed:

|            |                          |
|------------|--------------------------|
| \$ 2,000   | HMR fee                  |
| 350        | HMR reimbursable expense |
| 4,800      | PEG fee                  |
| <u>500</u> | PEG reimbursable expense |
| \$ 7,650   | Additional Fee Total     |

Please call if you have any questions.

Sincerely,



Eric Holtermann, AIA

**STATEMENT OF OWNERSHIP DISCLOSURE**  
N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: HMR Architects, P.A.

Organization Address: 821 Alexander Road, Suite 115, Princeton, NJ 08540

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|----------------------------------------------------|
| Robert W. Russell                     | 88 Rollingmead St, Princeton, NJ 08540             |
| Eric Holtermann                       | 45 N. Main St, Pennington, NJ 08534                |
| Laura Citron                          | 878 Dokes Dr. Yardley, PA 19067                    |
|                                       |                                                    |

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

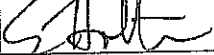
| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|-----------------------------------------------------------------------------|----------|
|                                                                             |          |
| N/A                                                                         |          |
|                                                                             |          |

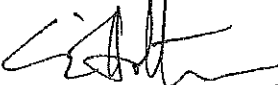
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|-----------------------------------------------------------------------|----------------------------------------------------|
|                                                                       |                                                    |
|                                                                       |                                                    |
| N/A                                                                   |                                                    |
|                                                                       |                                                    |
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|                                                                       |                                                    |

**Part IV CERTIFICATION**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

|                    |                                                                                   |        |                 |
|--------------------|-----------------------------------------------------------------------------------|--------|-----------------|
| Full Name (Print): | Eric Holtermann                                                                   | Title: | Corporate Sec'y |
| Signature:         |  | Date:  | 6/21/2018       |

SIGNATURE:   
TITLE: Eric Holtermann  
Corporate Secretary

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY June 21, OF 20 18

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 19

Suzanne K. Reiss  
NOTARY PUBLIC  
State of New Jersey  
My Commission Expires 10/07/2019



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**OFS NUMBER:** \_\_\_\_\_ **Proposer:** HMR Architects, PA.

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury=s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder=s proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder=s Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury=s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 (AChapter 25 List@). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certificate below.  
**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department=s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provide by law.

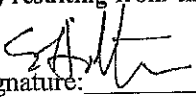
**PART 2**

**You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlines able by completed the box below.**

|                                  |                                   |
|----------------------------------|-----------------------------------|
| Name: _____                      | Relationship to Proposer: _____   |
| Description of Activities: _____ |                                   |
| Duration of Engagement: _____    | Anticipated Cessation Date: _____ |
| Proposer Contact Name: _____     | Contact Phone Number: _____       |

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print): Eric Holtermann

Signature: 

Title: Corporate Secretary

Date: 6/21/2018

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that HMC Architects, P.A. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract HMC Architects, P.A. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: HMC Architects, P.A.  
Signed [Signature] Title: Corporate Secretary  
Print Name Eric Holtermann Date: 6/21/2018

Subscribed and sworn before me  
this 21<sup>st</sup> day of June, 2018.  
My Commission expires: \_\_\_\_\_  
Eric Holtermann, Corp. Sec'y  
(Affiant) (Print name & title of affiant) (Corporate Seal)

Suzanne K. Reiss  
NOTARY PUBLIC  
State of New Jersey  
My Commission Expires 10/07/2019  
[Signature]

**\*\*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).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

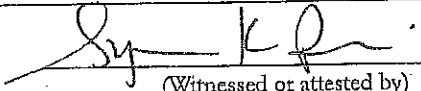
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                           |
|------------------------------|----------------------------------------|
| Robert W. Russell            | 88 Rollingmead St, Princeton, NJ 08540 |
| Eric Holtermann              | 45 N. Main St, Pennington, NJ 08534    |
| Laura Citron                 | 878 Dukes Dr. Yardley, PA 19067        |
|                              |                                        |
|                              |                                        |
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|                              |                                        |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Amk Architects, P.A.  
 Signature of Affiant: [Signature] Title: Corporate Sec'y  
 Printed Name of Affiant: Eric Holtermann Date: 6/21/2018

Subscribed and sworn before me this 21<sup>st</sup> day of June, 2018  
  
 (Witnessed or attested by)  
 My Commission expires: 10/7/2019  
 (Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

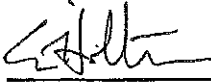
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

|              |                               |        |       |
|--------------|-------------------------------|--------|-------|
| Vendor Name: | HMK Architects, P.A.          |        |       |
| Address:     | 821 Alexander Road, Suite 115 |        |       |
| City:        | Piscataway                    | State: | NJ    |
|              |                               | Zip:   | 08540 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

Eric Holtermann

Printed Name

Corp. Sec'y

Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount<br>\$ |
|------------------|----------------|------|---------------------|
| N/A              |                |      |                     |
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Check here if the information is continued on subsequent page(s)

**Continuation Page**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26

Page     of    

Vendor Name:

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
| N/A              |                |      |               |
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Check here if the information is continued on subsequent page(s)

# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Supvg. Administrative Analyst, Public Agency Compliance Officer  
Office of Tax Abatement & Compliance  
13 Linden Avenue East  
Jersey City NJ 07305  
Tel. #201-547- 4538  
E-mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

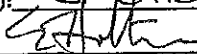
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Eric Holtermann, Corporate Sec'y

Representative's Signature: 

Name of Company: HME Architects, P.A.

Tel. No.: 609-452-1070

Date: 6/21/2018



**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Enid Holtermann, Corp. Sec'y  
Representative's Signature: [Signature]  
Name of Company: HMC Architects, P.A.  
Tel. No.: 609-452-1070 Date: 6/21/2018

**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 : HMC Architects, P.A.  
Address : 821 Alexander Road, Suite 115  
Telephone No. : 609-452-1070  
Contact Name : Eric Halbermann

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**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: HMR Architects, P.A.  
Address: 821 Alexander Road, Suite 115  
Telephone No.: 609-452-1070  
Contact Name: Eric Holtermann

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

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**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08648-0252

TAXPAYER NAME:  
HMR ARCHITECTS, P.A.

TRADE NAME:

ADDRESS:  
821 ALEXANDER ROAD, SUITE 115  
PRINCETON NJ 08540-6527  
EFFECTIVE DATE:

SEQUENCE NUMBER:

0105042

ISSUANCE DATE:

10/26/12

10/22/01

  
Director  
New Jersey Division of Revenue

FORM-BRC

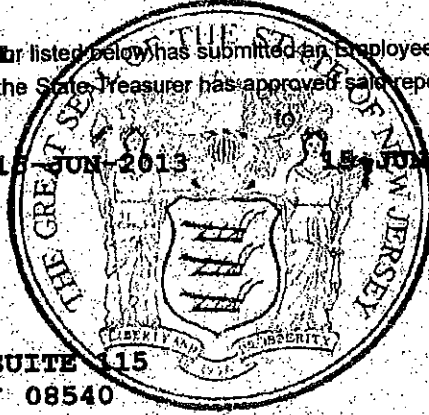
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification

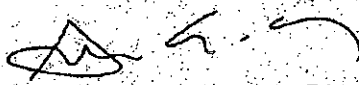
# CERTIFICATE OF EMPLOYEE INFORMATION REPORT 11088

This is to certify that ~~XXXXXXXX~~ 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 2013~~ to ~~15 JUN 2020~~



HMR ARCHITECTS, P.A.  
821 ALEXANDER ROAD, SUITE 115  
PRINCETON NJ 08540

  
Andrew P. Sidamon-Eristoff  
State Treasurer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-712

Agenda No. 10. z. 38

Approved: JUL 18 2018

TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A DONATION OF LED LIGHTBULBS FROM PHILIPS LIGHTING NORTH AMERICA CORPORATION

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City ("City") encourages its residents to reduce their energy use and carbon emissions, as part of the commitment to the Global Covenant of Mayors for Climate and Energy and Paris Climate Agreement; and

**WHEREAS**, Philips Lighting North America Corporation, located at 200 Franklin Square Drive, Somerset, NJ 08875 desires to donate 2,000 Philips light Bulbs 60-Watt Equivalent A19 Dimmable LED Light Bulb Daylight (2-Pack) to the City to distribute to Jersey City residents participating in the Office of Sustainability energy education programs; and

**WHEREAS**, Philips Lighting North America Corporation has a desire to donate 2,000 2 pack LED lightbulbs valued at \$19,160; and

**WHEREAS**, the City desires to accept this gift and is authorized to accept gifts pursuant to N.J.S.A. 40A:5-29 of the Local Fiscal Affairs Law.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that:

- 1.) The City is authorized to accept a donation of LED Light bulbs to distribute to Jersey City residents participating in Office of Sustainability energy education programs; and
- 2.) The City and the Office of Sustainability thanks Philips Lighting North America for its generous donation.

APPROVED: \_\_\_\_\_

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 7.18.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | 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 Resolution**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A DONATION OF LED LIGHTBULBS FROM PHILIPS LIGHTING NORTH AMERICA CORPORATION**

**Initiator**

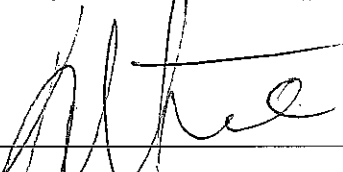
|                            |                         |                          |
|----------------------------|-------------------------|--------------------------|
| <b>Department/Division</b> | Business Administration | Office of Sustainability |
| <b>Name/Title</b>          | Kate Lawrence           | Director                 |
| <b>Phone/email</b>         | 201-547-4632            | klawrence@jcnj.org       |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The City of Jersey City would like to accept a donation of 4,000 LED lightbulbs from Philips Lighting North America Corporation to distribute to Jersey City Residents as part of their participation in energy education events held by the Office of Sustainability.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Kate Lawrence**  
**Director**

June 20, 2018  
**Date**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-713  
 Agenda No. 10.Z.39  
 Approved: JUL 18 2018  
 TITLE:



## RESOLUTION AUTHORIZING TO SETTLE ASSESSMENT APPEALS FILED BEFORE THE TAX COURT OF NEW JERSEY ON VARIOUS PROPERTIES

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, complaints were filed before the Tax Court of New Jersey challenging assessments on properties as shown on the attached Schedule "A"; and

**WHEREAS**, a review and computations this settlement when implemented will result in a refund or credit in the amount o \$172,585.39, indicated in the attached schedule; and

**WHEREAS**, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

**WHEREAS**, after consulting with the City's expert and the Office of the Tax Assessor; the Tax Assessor and Tax Counsel have recommended that the complaints be settled at the assessment specified; and

**WHEREAS**, this settlement will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessment listed on the attached Schedule "A".

**This settlement will result in a refund and/or credit in the amount of \$172,585.39.**

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
 Business Administrator

[Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 6-2

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |                |        |     |      | 7.18.18 |  |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|---------|--|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |         |  |
| RIDLEY                                  | ✓   |     |      | YUN           |     | ✓   |      | RIVERA         | ✓      |     |      |         |  |
| PRINZ-AREY                              | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ABSENT |     |      |         |  |
| BOGGIANO                                | ✓   |     |      | ROBINSON      | ✓   |     |      | 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



18-713  
JUL 18 2018

| SCHEDULE "A" |     |                         |          |                                                    |                        |                     |                    |             |                     |
|--------------|-----|-------------------------|----------|----------------------------------------------------|------------------------|---------------------|--------------------|-------------|---------------------|
| Block        | Lot | Street Address          | Tax Year | Taxpayer                                           | Description            | Original Assessment | Settled Assessment | Reductions  | Refund/Credit       |
| 503          | 20  | 516 Paterson Plank Road | 2015     | Paterson Plank LLC                                 | 1-4 Family Residential | \$174,500           | \$105,000          | \$69,500    | \$5,199.99          |
| 503          | 20  | 516 Paterson Plank Road | 2016     | Paterson Plank LLC                                 | 1-4 Family Residential | \$174,500           | \$105,000          | \$69,500    | \$5,352.20          |
| 2802         | 31  | 12 Lincoln St           | 2016     | 345 Central Ave. JC, LLC                           | 1-4 Family Residential | \$116,700           | \$110,000          | \$6,700     | \$515.97            |
| 7402         | 18  | 89 Duffield Avenue      | 2017     | Public Service Electric & Gas CO.                  | Commerical Property    | \$2,354,900         | \$1,354,900        | \$1,000,000 | \$78,000.00         |
| 10603        | 6   | 65-7 Tonelle Ave        | 2012     | Jersey City Hospitality & Mayflower Associates INC | Commerical Property    | \$2,150,000         | \$2,150,000        | \$0         | \$0.00              |
| 10603        | 6   | 65-7 Tonelle Ave        | 2013     | Jersey City Hospitality & Mayflower Associates INC | Commerical Preoperty   | \$2,150,000         | \$2,150,000        | \$0         | \$0.00              |
| 10603        | 6   | 65-7 Tonelle Avenue     | 2014     | Jersey City Hospitality & Mayflower Associates INC | Commerical Property    | \$2,150,000         | \$2,150,000        | \$0         | \$0.00              |
| 10603        | 6   | 65-7 Tonelle Avenue     | 2015     | Jersey City Hospitality & Mayflower Associates INC | Commerical Property    | \$2,150,000         | \$2,000,000        | \$150,000   | \$11,223.00         |
| 10606        | 6   | 65-7 Tonelle Avenue     | 2016     | Jersey City Hospitality & Mayflower Associates INC | Commerical Property    | \$2,150,000         | \$1,879,000        | \$271,000   | \$20,869.71         |
| 10603        | 6   | 65-7 Tonelle Avenue     | 2017     | Jersey City Hospitality & Mayflower Associates INC | Commerical Property    | \$2,150,000         | \$1,600,000        | \$550,000   | \$42,900.00         |
| 18202        | 10  | 9 Belvidere Avenue      | 2015     | Francisco, Katherine, ET. AL                       | 1-4 Family Residential | \$210,000           | \$150,000          | \$60,000    | \$4,489.20          |
| 18202        | 10  | 9 Belvidere Avenue      | 2016     | Francisco, Katherine, ET. AL                       | 1-4 Family Residential | \$185,000           | \$150,000          | \$35,000    | \$2,695.35          |
| 18503        | 34  | 28 Siedler St           | 2016     | 28 Siedler Ave, JC LLC                             | 6U - Apartments        | \$143,000           | \$125,600          | \$17,400    | \$1,339.97          |
| <b>Total</b> |     |                         |          |                                                    |                        |                     |                    |             | <b>\$172,585.39</b> |

JOSEPH K SCANLON, ESQ.  
 ATTORNEY I.D. #048451993  
 90 HUDSON STREET  
 HOBOKEN, NEW JERSEY 07030  
 (201) 610-1101  
 JOE@SCANLONLEGAL.COM  
 ATTORNEY FOR PLAINTIFF

516 PATERSON PLANK, LLC

Plaintiff,

vs.

CITY OF JERSEY CITY,

Defendant.

TAX COURT OF NEW JERSEY  
 HUDSON COUNTY  
 DOCKET NO. 014000-2015

CIVIL ACTION

STIPULATION OF SETTLEMENT

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

BLOCK: 503

LOT: 20

STREET ADDRESS: 516 PATERSON PLANK ROAD, JERSEY CITY, NEW JERSEY

AS TO TAX YEAR 2015

|              | Original Assessment | County Tax Board Assessment | Requested Tax Court Judgment |
|--------------|---------------------|-----------------------------|------------------------------|
| Land         | \$ 38,700.00        | \$ 38,700.00                | \$ 38,700.00                 |
| Improvements | \$ 135,800.00       | \$ 135,800.00               | \$ 66,300.00                 |
| Total        | \$ 174,500.00       | \$ 174,500.00               | \$ 105,000.00                |

**AS TO TAX YEAR 2016 (FREEZE ACT YEAR)**

|              | Original Assessment | County Tax Board Assessment | Requested Tax Court Judgment |
|--------------|---------------------|-----------------------------|------------------------------|
| Land         | \$ 38,700.00        | \$ -                        | \$ 38,700.00                 |
| Improvements | \$ 135,800.00       | \$ -                        | \$ 66,300.00                 |
| Total        | \$ 174,500.00       | \$ -                        | \$ 105,000.00                |

The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year(s) 2016, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).

2. The Freeze Act shall NOT apply for tax year 2017.

3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the value and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Assessor of Jersey City has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

4. Although the Parties acknowledge that the Tax Court may not have jurisdiction over the terms of this paragraph, the Parties agree that the Assessor has or will change the total assessment of the property for the tax year 2017 to \$83,000 (Land \$38,700 and Improvements \$44,300).

5. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable the taxing district as required by law.

  
\_\_\_\_\_  
JOSEPH K. SCANLON, ESQ.  
ATTORNEY FOR PLAINTIFF

\_\_\_\_\_  
ATTORNEY FOR DEFENDANT

DATED:

DATED:

**JOSEPH G. RAGNO**  
**022331979**

**WATERS, MCPHERSON, MCNEILL, P.C.**  
300 Lighting Way  
Post Office Box 1560  
Secaucus, New Jersey 07096  
(201) 863-4400  
Attorneys for Plaintiff

345 CENTRAL AVE, LLC,

Plaintiff,

vs.

CITY OF JERSEY CITY,

Defendant.

TAX COURT OF NEW JERSEY  
DOCKET NUMBER: 011233-2016

Civil Action

STIPULATION OF SETTLEMENT  
(Without Affidavit)

Assigned Joan Bedrin Murray, J.T.C.

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block: 2802  
Lot: 31  
Street Address: 12 Lincoln St.  
Year: 2016

|              | <u>Original<br/>Assessment</u> | <u>County Board<br/>Judgment</u> | <u>Requested Tax<br/>Court Judgment</u> |
|--------------|--------------------------------|----------------------------------|-----------------------------------------|
| Land         | \$ 20,200                      | \$ 20,200                        | \$ 20,200                               |
| Improvements | \$ 96,500                      | \$ 96,500                        | \$ 89,800                               |
| Total        | \$116,700                      | \$116,700                        | \$110,000                               |

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. The provisions of *N.J.S.A. 54:51A-8* (the "Freeze Act") shall not apply to tax years 2017 & 2018.
4. The parties agree that in lieu of refunds, credits will be applied against future taxes in the manner provided in paragraph 5.
5. Statutory interest pursuant to *N.J.S.A. 54:3-27.2* is waived by the taxpayer provided that the credit hereunder is applied to the first quarterly tax bill immediately following the entry of the Tax Court Judgment.
6. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

WATERS, MCPHERSON, MCNEILL, PC

CITY OF JERSEY CITY

By: \_\_\_\_\_

  
JOSEPH G. RAGNO

By: \_\_\_\_\_

DOMINIC P. DIYANNI

Dated: March 14, 2018

Dated: March \_\_\_\_, 2018

1029545

Peter J. Zipp, Esq. - Attorney I.D. 022131986  
**ZIPP, TANNENBAUM & CACCAVELLI, LLC**  
 280 Raritan Center Parkway  
 Edison, New Jersey 08837  
 (732) 605-1000  
 Attorney for Plaintiff

PUBLIC SERVICE ELECTRIC & GAS,  
 CO.,

*Plaintiff,*

v.

JERSEY CITY,

*Defendant.*

**TAX COURT OF NEW JERSEY**

DOCKET NO.: 004712-2017

Civil Action

**STIPULATION OF SETTLEMENT**

Assigned Judge:  
Honorable Mary Siobhan Brennan J.T.C.

First Calendar Date:

1. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment be entered as follows:

*Block:* 7402  
*Lot:* 18  
*Street Address:* 89 Duffield Avenue  
*Year:* 2017

|        | <u>Original<br/>Assessment</u> | <u>County Board<br/>Judgment</u> | <u>Requested Tax<br/>Court Judgment</u> |
|--------|--------------------------------|----------------------------------|-----------------------------------------|
| Land   | \$ 554,900                     | Direct                           | \$ 554,900                              |
| Impvts | <u>\$1,800,000</u>             | Appeal                           | <u>\$ 800,000</u>                       |
| Total  | \$2,354,900                    |                                  | \$1,354,900                             |

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represents to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

4. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within sixty (60) days of the date of entry of the Tax Court judgment.

5. All refunds as a result of the settlement set forth herein are to be made payable to the taxpayer and forwarded to Zipp Tannenbaum & Caccavelli, LLC, 280 Raritan Center Parkway, Edison, New Jersey 08837 within sixty (60) days of the date of entry of the Judgment pursuant to N.J.S.A. 54:3-27.2.

**ZIPP TANNENBAUM & CACCAVELLI, LLC**

BY:



\_\_\_\_\_  
PETER J. ZIPP, ESQ.  
*Attorney for Plaintiff*

**O'DONNELL McCORD, PC**

BY:

\_\_\_\_\_  
MATTHEW J. O'DONNELL, ESQ.  
*Attorney for Defendant*

Dated:

JOSEPH K SCANLON, ESQ.  
 ATTORNEY I.D. #048451993  
 84 WASHINGTON STREET, 4<sup>TH</sup> FLOOR  
 HOBOKEN, NEW JERSEY 07030  
 (201) 610-1101  
 JOE@SCANLONLEGAL.COM  
 ATTORNEY FOR PLAINTIFF

\_\_\_\_\_  
 :  
 :  
 KATHERINE FRANCISO, ET. AL. :  
 :  
 Plaintiff, :  
 :  
 vs. :  
 :  
 CITY OF JERSEY CITY, :  
 :  
 Defendant. :  
 \_\_\_\_\_

TAX COURT OF NEW JERSEY  
 HUDSON COUNTY  
 DOCKET NO. 014001-2015

CIVIL ACTION

STIPULATION OF SETTLEMENT

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

**BLOCK: 18202**

**LOT: 10**

**STREET ADDRESS: 9 BELVIDERE AVENUE, JERSEY CITY, NEW JERSEY**

**AS TO TAX YEAR 2015**

|              | Original Assessment | County Tax Board Assessment | Requested Tax Court Judgment |
|--------------|---------------------|-----------------------------|------------------------------|
| Land         | \$ 10,000.00        | \$ 10,000.00                | \$ 10,000.00                 |
| Improvements | \$ 200,000.00       | \$ 200,000.00               | \$ 140,000.00                |
| Total        | \$ 210,000.00       | \$ 210,000.00               | \$ 150,000.00                |

**AS TO TAX YEAR 2016 (FREEZE ACT YEAR)**

|              | Original Assessment | County Tax Board Assessment | Requested Tax Court Judgment |
|--------------|---------------------|-----------------------------|------------------------------|
| Land         | \$ 10,000.00        | \$ -                        | \$ 10,000.00                 |
| Improvements | \$ 175,000.00       | \$ -                        | \$ 140,000.00                |
| Total        | \$ 185,000.00       | \$ -                        | \$ 150,000.00                |



The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year(s) 2016, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).

2. The Freeze Act shall NOT apply for tax year 2017.

3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the value and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Assessor of Jersey City has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

4. Although the Parties acknowledge that the Tax Court may not have jurisdiction over the terms of this paragraph, the Parties agree that the Assessor has or will change the total assessment of the property for the tax year 2017 to \$118,000 (Land \$10,000 and Improvements \$108,000).

5. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable the taxing district as required by law.

  
\_\_\_\_\_  
JOSEPH K. SCANLON, ESQ.  
ATTORNEY FOR PLAINTIFF

DATED: APRIL 4, 2017

\_\_\_\_\_  
ATTORNEY FOR DEFENDANT

DATED: APRIL \_\_\_\_, 2017

Michael J. Donnelly, Esq.  
Attorney ID No. 004641999  
LASSER HOCHMAN, L.L.C.  
Attorneys for Plaintiff  
75 Eisenhower Parkway  
Roseland, New Jersey 07068  
(973) 226-2700

TAX COURT OF NEW JERSEY  
DOCKET NO. 003456-2012  
DOCKET NO. 006225-2013  
DOCKET NO. 005348-2014  
DOCKET NO. 007825-2015  
DOCKET NO. 002324-2016  
DOCKET NO. 002535-2017

JERSEY CITY HOSPITALITY &  
MAYFLOWER ASSOCIATES, INC.,

Plaintiff,

Civil Action

vs.

STIPULATION OF SETTLEMENT  
(Without Affidavit)

CITY OF JERSEY CITY,

Defendant.

Assigned Judge: Brennan  
First Calendar Date: -

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block: 10603  
Lot: 6  
Street Address: 65-7 Tonnelle Avenue  
Years: 2012, 2013 and 2014

|               | <u>Original<br/>Assessment</u> | <u>County Board<br/>Judgment</u> | <u>Tax Court<br/>Judgment</u> |
|---------------|--------------------------------|----------------------------------|-------------------------------|
| Land:         | \$ 305,000                     | None                             | \$ 305,000                    |
| Improvements: | \$1,845,000                    | Direct                           | \$1,845,000                   |
| Total:        | \$2,150,000                    | Appeal                           | \$2,150,000                   |

Year: 2015

|               | <u>Original<br/>Assessment</u> | <u>County Board<br/>Judgment</u> | <u>Tax Court<br/>Judgment</u> |
|---------------|--------------------------------|----------------------------------|-------------------------------|
| Land:         | \$ 305,000                     | None                             | \$ 305,000                    |
| Improvements: | \$1,845,000                    | Direct                           | \$1,695,000                   |
| Total:        | \$2,150,000                    | Appeal                           | \$2,000,000                   |

Year: 2016

|               | <u>Original<br/>Assessment</u> | <u>County Board<br/>Judgment</u> | <u>Tax Court<br/>Judgment</u> |
|---------------|--------------------------------|----------------------------------|-------------------------------|
| Land:         | \$ 305,000                     | None                             | \$ 305,000                    |
| Improvements: | \$1,845,000                    | Direct                           | \$1,574,000                   |
| Total:        | \$2,150,000                    | Appeal                           | \$1,879,000                   |

Year: 2017

|               | <u>Original<br/>Assessment</u> | <u>County Board<br/>Judgment</u> | <u>Tax Court<br/>Judgment</u> |
|---------------|--------------------------------|----------------------------------|-------------------------------|
| Land:         | \$ 305,000                     | None                             | \$ 305,000                    |
| Improvements: | \$1,845,000                    | Direct                           | \$1,295,000                   |
| Total:        | \$2,150,000                    | Appeal                           | \$1,600,000                   |

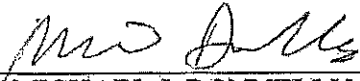
2. It is further stipulated and agreed that the 2018 revaluation assessment shall be placed on the assessment roll at \$6,800,000.

3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

4. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

5. Statutory interest pursuant to N.J.S.A. 54:3-27.2 having been waived by taxpayer shall not be paid provided the tax refund is paid within 60 days of the date of entry of the Tax Court Judgment.

LASSER HOCHMAN, L.L.C.

By:   
MICHAEL J. DONNELLY, ESQ.  
Attorney for Plaintiff

CITY OF JERSEY CITY

By: \_\_\_\_\_  
LEVI J. KOOL, ESQ.  
Attorney for Defendant

Dated: October 16, 2017

**JOSEPH G. RAGNO**  
**022331979**  
**WATERS, MCPHERSON, MCNEILL, P.C.**  
300 Lighting Way  
Post Office Box 1560  
Secaucus, New Jersey 07096  
(201) 863-4400  
Attorneys for Plaintiff

28 SIEDLER AVE JC LLC.,  
  
Plaintiff,  
  
vs.  
  
CITY OF JERSEY CITY,  
  
Defendant.

**TAX COURT OF NEW JERSEY**  
**DOCKET NUMBER: 011231-2016**

Civil Action

**STIPULATION OF SETTLEMENT**  
**(Without Affidavit)**

Assigned Joan Bedrin Murray, J.T.C.

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

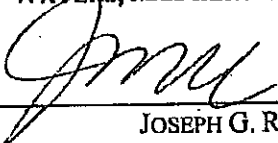
Block: 18503  
Lot: 34  
Street Address: 28 Siedler Ave.  
Year: 2016

|              | <u>Original<br/>Assessment</u> | <u>County Board<br/>Judgment</u> | <u>Requested Tax<br/>Court Judgment</u> |
|--------------|--------------------------------|----------------------------------|-----------------------------------------|
| Land         | \$ 13,100                      | \$ 13,100                        | \$ 13,100                               |
| Improvements | \$129,900                      | \$129,900                        | \$112,500                               |
| Total        | \$143,000                      | \$143,000                        | \$125,600                               |

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. The provisions of *N.J.S.A. 54:51A-8* (the "Freeze Act") shall not apply to tax years 2017 & 2018.
4. The parties agree that in lieu of refunds, credits will be applied against future taxes in the manner provided in paragraph 5.
5. Statutory interest pursuant to *N.J.S.A. 54:3-27.2* is waived by the taxpayer provided that the credit hereunder is applied to the first quarterly tax bill immediately following the entry of the Tax Court Judgment.
6. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

WATERS, MCPHERSON, MCNEILL, PC

CITY OF JERSEY CITY

By:   
JOSEPH G. RAGNO

By: \_\_\_\_\_  
DOMINIC P. DIYANNI

Dated: March 14, 2018

Dated: March \_\_\_\_, 2018

1029540

## Edward Toloza

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**From:** Samantha McKay [smckay@omlawpc.com]  
**Sent:** Tuesday, February 27, 2018 1:56 PM  
**To:** Edward Toloza  
**Subject:** Jersey City Stipulations  
**Attachments:** STIPULATION OF SETTLEMENT 2017.pdf; STIPULATION OF SETTLEMENT.PDF; STIPULATION OF SETTLEMENT.PDF; STIPULATION OF SETTLEMENT 2012-2017.pdf

**Importance:** High

Good afternoon, Ed:

The following matters are on the Court's Stipulation calendar. I have attached the Stipulations for each case. Please let me know if there are problems with any of them, and I will reach out to the Taxpayer's to amend the stipulations. Otherwise, I will inform the Court that these will go on the March 8, 2018 Agenda for approval.

516 Paterson Plank, LLC v. City of Jersey City  
Property: 516 Paterson Plank Road, Block 503, Lot 20  
Docket No.: 014000-2015  
Joseph K. Scanlon, Esq.

Katherine Francisco et al v. City of Jersey City  
Property: 9 Belvidere Avenue, Block 18202, Lot 10  
Docket No.: 014001-2015  
Joseph K. Scanlon, Esq.

JC Hospitality v. City of Jersey City  
Property: 65-7 Tonnelle Avenue, Block 10603, Lot 6  
Docket Nos.: 003456-2012; 006225-2013; 005348-2014; 007825-2015; 002324-2016, 002535-2017  
Michael J. Donnelly, Esq.  
**Ed: This Stipulation has a provision for 2018; please advise.**

Public Service Electric & Gas Co. v. City of Jersey City  
Property: 89 Duffield Avenue, Block 7402, Lot 18  
Docket No.: 004712-2017  
Peter J. Zipp, Esq.

Thank you!

Samantha R. McKay, Esq.  
O'DONNELL McCORD, PC  
15 Mount Kemble Avenue  
Morristown, New Jersey 07960  
T (973) 538-1230  
EFAX (862) 579-2811  
WWW.OMLAWPC.COM

Bergen County Office  
266 Harristown Road  
Glen Rock, New Jersey 07452

Essex County Office  
Seven Hutton Avenue  
West Orange, New Jersey 07052

Monmouth County Office  
1725 Highway 35, Suite C  
Wall, New Jersey 07719



## Laura Tacuri

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**From:** Dominic DiYanni <DDiYanni@embalaw.com>  
**Sent:** Friday, March 02, 2018 9:26 AM  
**To:** Laura Tacuri  
**Subject:** FW: Jersey City Appeals

Good Morning

Please see below as taxpayer has accepted our counter-offer. Nice job on these.

Please advise what you need to obtain approval or if we can sign these stips already.

Thanks,

Dominic P. DiYanni, Esq.  
Eric M. Bernstein & Associates, LLC  
34 Mountain Boulevard, Bldg. A.  
P.O. Box 4922  
Warren, New Jersey 07059  
(732) 805-3360 (phone)  
(732) 805-3346 (fax)  
Email: ddiyanni@embalaw.com

**From:** Robert Guanci [mailto:RGuanci@lawwmm.com]  
**Sent:** Friday, March 02, 2018 9:21 AM  
**To:** Dominic DiYanni <DDiYanni@embalaw.com>  
**Subject:** RE: Jersey City Appeals

Dominic:

The below offer is agreeable to our client. We'll prepare the stips and file with the Court.

Thanks,

Rob

**From:** Dominic DiYanni [mailto:DDiYanni@embalaw.com]  
**Sent:** Tuesday, February 27, 2018 9:51 AM  
**To:** Robert Guanci <RGuanci@lawwmm.com>  
**Subject:** RE: Jersey City Appeals

Rob:

I have spoken to the City regarding these appeals below and have the following counter offers to provide in response to same:

28 Siedler Ave, JC LLC  
Block 18503 Lot 34  
Docket # 11231-2016  
City Counter-Offer \$125,600 AV (2016)

345 Central Ave. JC, LLC  
Block 2802 Lot 31  
Docket# 11233-2016  
City Counter-Offer \$110,000 AV (2016)

Please let me know if this works. With the 2017 settlement already effectuated the stips will waive the Freeze Act. City is seeking credits in lieu of a refund with waiver of statutory interest. Please advise if we are settled.

Thanks so much Rob,

Dominic P. DiYanni, Esq.  
Eric M. Bernstein & Associates, LLC  
34 Mountain Boulevard, Bldg. A.  
P.O. Box 4922  
Warren, New Jersey 07059  
(732) 805-3360 (phone)  
(732) 805-3346 (fax)  
Email: [ddiyanni@embalaw.com](mailto:ddiyanni@embalaw.com)

**From:** Robert Guanci [mailto:RGuanci@lawwmm.com]  
**Sent:** Tuesday, February 13, 2018 10:33 AM